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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

SEP 12 2022

BY   
JESSICA MORALES, DEPUTY

11 *Attorneys for Plaintiff*  
12 LUIS CASTRO CHACON

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF SAN BERNARDINO**

15 LUIS CASTRO CHACON, individually and  
16 on behalf of others similarly situated,

17 Plaintiff,

18 vs.

19 GREEN FIBER COMPANY, a California  
20 corporation, GREEN FIBER  
21 INTERNATIONAL, INC., a California  
22 corporation; INDORAMA VENTURES  
23 SUSTAINABLE SOLUTIONS FONTANA,  
24 INC., a California corporation; and DOES 3  
25 through 50, inclusive,

26 Defendants.

Case No.: CIVDS1925972

*Assigned for All Purposes to: Hon. David  
Cohn, Dept. S-26*

**~~PROPOSED~~ FINAL ORDER AND  
JUDGMENT**

Hearing Date: September 12, 2022  
Hearing Time: 10:00 a.m.  
Dept.: S-26

Complaint Filed: August 30, 2019  
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court  
3 on September 12, 2022, for a hearing and Final Order Approving Class Action Settlement and  
4 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary  
5 Approval Order”), and as set forth in the Joint Stipulation of Class Action Settlement and Release  
6 (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been  
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having  
8 considered all papers filed and proceedings had herein and otherwise being fully informed and  
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**  
10 **FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement  
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement Agreement, the term  
14 “Class” and “Class Members” shall mean the following: “All current and former hourly-paid,  
15 non-exempt employees of Green Fiber Company, Green Fiber International, Inc., and Indorama  
16 Ventures Sustainable Solutions Fontana, Inc. in the state of California at any time from August  
17 30, 2015 through April 30, 2022.”

18 3. This Court has jurisdiction over the subject matter of this Action and over all  
19 Parties to this Action, including all Class Members.

20 4. Distribution of the Class Notice directed to the Class Members as set forth in the  
21 Settlement Agreement and the other matters set forth therein has been completed in conformity  
22 with the Preliminary Approval Order, including individual notice to all Class Members who could  
23 be identified through reasonable effort, and the best notice practicable under the circumstances.  
24 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth  
25 therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons  
26 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.  
27 All Class Members and all Released Claims are covered by and included within the Settlement  
28 and this Final Order.

1           5.       The Court hereby finds the Settlement Agreement was entered into in good faith  
2 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The  
3 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has  
4 satisfied the standards and applicable requirements for final approval of this class action  
5 settlement under California law, including the provisions of California Code of Civil Procedure  
6 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state  
7 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8           6.       The Court hereby approves the Settlement set forth in the Settlement Agreement  
9 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the  
10 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement  
11 has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The  
12 Court further finds that the Parties have conducted extensive investigation and research, and  
13 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also  
14 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay  
15 and risks that would be presented by the further prosecution of the Action. The Court has  
16 reviewed the benefits that are being granted as part of the Settlement and recognizes the  
17 significant value to the Class Members. The Court also finds that the Class is properly certified  
18 as a class for settlement purposes only.

19           7.       According to the terms of the Settlement Agreement, all Participating Class  
20 Members shall fully release and discharge Defendants GREEN FIBER COMPANY, GREEN  
21 FIBER INTERNATIONAL, INC., and INDORAMA VENTURES SUSTAINABLE  
22 SOLUTIONS FONTANA, INC. (collectively "Defendants") and any of their former and present  
23 parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, as well as all past  
24 and present officers, directors, employees, partners, agents, attorneys, insurers, and any other  
25 successors, assigns, or legal representatives, if any, of each such entities (the "Released Parties")  
26 from all claims, rights, demands, liabilities, and causes of action, that were or could have been  
27 pleaded based upon, arising from, or related to, the factual allegations set forth in the operative  
28 Complaint in the Action against the Released Parties, including, but not limited to claims for: (i)

1 failure to pay all regular wages, minimum wages, and overtime wages due; (ii) failure to provide  
2 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation  
3 in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide  
4 complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or  
5 resignation; (vii) failure to timely pay wages during employment; (viii) unfair business practices  
6 that could have been premised on the claims, causes of action or legal theories of relief described  
7 above or any of the claims, causes of action or legal theories of relief pleaded in the operative  
8 complaint; (ix) failure to maintain required payroll records; and (x) failure to pay for all vested  
9 and unpaid vacation wages (collectively the “Released Class Claims”). The release of the  
10 Released Class Claims shall be applicable for the period between August 30, 2015 and April 30,  
11 2022. All PAGA Members shall release all claims under the Private Attorney General Act  
12 (“PAGA”), California Labor Code section 2698 *et. seq.*, for civil penalties based on the facts  
13 alleged in the operative Complaint or which could have been alleged based on those facts,  
14 including all allegations and claims stated in the letters sent to the Labor Workforce and  
15 Development Agency by Class Counsel dated August 9, 2019 and February 23, 2021 and  
16 including civil penalties under PAGA for violations of the provisions of the applicable IWC Wage  
17 Orders and the Labor Code for the PAGA Period (August 9, 2018 to April 30, 2022).

18 8. Named Plaintiff Luis Castro Chacon, for himself only, also fully releases the  
19 Released Parties from any and all Released Claims and also generally releases and discharges the  
20 Released Parties from all claims related to his employment or alleged employment with the  
21 Defendants including all claims alleged in the Action, and all claims known and unknown, without  
22 exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits  
23 afforded by California Civil Code Section. Specifically, Plaintiff Chacon waives all rights and  
24 benefits afforded by California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
2 DEBTOR OR RELEASED PARTY.

3 9. No Class Member objected to the terms of the Settlement.

4 10. No Class Member requested to be excluded from the terms of the Settlement.  
5 Accordingly, 135 Participating Class Members are bound by this Judgment.

6 11. The Court finds the settlement payments provided for under the Settlement  
7 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of  
8 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of  
9 \$655,286.23 within thirty (30) calendar days of the Effective Date as set forth in the Settlement  
10 Agreement to provide payments for Settlement Checks to all Participating Class Members and all  
11 PAGA Members, the PAGA Penalties to the to the California Labor and Workforce Development  
12 Agency pursuant to Labor Code Section 2698, *et seq.*, the Class Representative Enhancement  
13 Payment to Plaintiff, Class Counsel's Fees and Costs, and the Settlement Administrator's Costs.  
14 The calculations and the payments shall be made administered in accordance with the terms of  
15 the Settlement Agreement.

16 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence  
17 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees  
18 in the amount of thirty-five percent (<sup>33.33%</sup>~~35%~~) from the Gross Settlement Amount (<sup>\$218,428.74</sup>~~\$229,350.18~~) and  
19 attorneys' costs in the amount of \$14,853.83 from the Gross Settlement Amount as final payment  
20 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to  
21 Class Counsel and any other person or entity related to the Action. The Court further orders that  
22 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant  
23 to the terms of the Settlement Agreement.

24 13. The Court hereby approves and orders a Class Representative Enhancement  
25 Payment of \$7,500.00 to named Plaintiff Luis Castro Chacon from the Gross Settlement Amount  
26 in accordance with the terms of the Settlement Agreement.

27 14. The Court approves and orders the payment in the amount of \$18,750.00 (75% of  
28 \$25,000.00) from the Gross Settlement Amount to the California Labor Workforce Development

1 Agency for penalties arising under the PAGA. The remaining \$6,250.00 (25% of \$25,000) shall  
2 be distributed to PAGA Members as set forth in the Settlement Agreement.

3 15. The Court also hereby approves and orders payment from the Gross Settlement  
4 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
5 ILYM Group, Inc. in the amount of \$6,000.00.

6 16. The Court hereby approves and orders payment of individual settlement payments  
7 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set  
8 forth in the Settlement Agreement.

9 17. The Court also hereby approves and orders that any checks distributed from the  
10 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar  
11 days after being issued will be transferred to the California State Controller's Office pursuant to  
12 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no  
13 "unpaid residue" under California Code of Civil Procedure section 384 will result from the  
14 Settlement.

15 18. Provided the Settlement becomes effective under the terms of the Settlement  
16 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved  
17 individual settlement payments, attorneys' fees and costs, and Class Representative Enhancement  
18 Payment is as set forth in the Settlement Agreement.

19 19. Neither the Settlement nor any of the terms set forth in the Settlement Agreement  
20 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a  
21 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of  
22 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,  
23 and specifically deny they have violated any federal, state, or local law; violated any regulations  
24 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or  
25 legal requirements; breached any contract; violated or breached any duty; engaged in any  
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their  
27 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or  
28 provisions, nor any of the negotiations connected with it, shall be construed as an admission or

1 concession by Defendants of any such violations or failure to comply with any applicable law.  
2 Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the  
3 Settlement Agreement and its terms and provisions shall not be offered or received as evidence  
4 in any action or proceeding to establish any liability or admission on the part of Defendants or to  
5 establish the existence of any condition constituting a violation of, or a non-compliance with,  
6 federal, state, local or other applicable law.

7 20. Without affecting the finality of this Judgment, the Court shall retain continuing  
8 jurisdiction over this Action and the Parties, including all Class Members, and over all matters  
9 pertaining to the implementation and enforcement of the terms of the Settlement Agreement  
10 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section  
11 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or  
12 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement  
13 shall be presented to the Court for resolution.

14 21. A hearing on the disbursement of settlement payments is set for  
15 9/12/23 at 9:00 a.m./p.m. in Department S-26. If Class Counsel submit a  
16 declaration from the Settlement Administrator ten (10) days in advance of the hearing indicating  
17 all monies have been disbursed, the hearing may be taken off-calendar and no appearance is  
18 required.

19 22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice  
20 to the California Labor and Workforce Development Agency (LWDA).

21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

22  
23 DATED: 9.12.23

24   
25 HON. DAVID COHN  
26 JUDGE OF THE SUPERIOR COURT  
27  
28