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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARTHA CUEVAS, on behalf of herself and
all others similarly situated;

Plaintiff,

v.

ACTION EMBROIDERY CORP., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

CASE NO.: CIVDS2012230

Assigned to Hon. David S. Cohn, Dept. S26

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF
SETTLEMENT; AND ENTRY OF
FINAL JUDGMENT**

HEARING INFO

Date: July 29, 2021

Time: 10:00 a.m.

Dept.: S26

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

JUL 29 2021

BY

Jessica Morales
JESSICA MORALES, DEPUTY

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF FINAL JUDGMENT

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action Settlement Agreement "Settlement Agreement") came for hearing on
3 July 29, 2021, in Department S26 of the above-entitled court. The Final Approval Motion was
4 unopposed by Defendant Action Embroidery Corp.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed, and proceedings had herein, and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 litigation, and good cause appearing,

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. The Court finds that the distribution of the Class Notice, as provided for in the
19 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
20 under the circumstances to all Class Members and fully met the requirements of California law
21 and due process under the California and United States Constitution. Based on evidence and
22 other material submitted, the actual notice to the class was adequate.

23 4. The Court finds that the instant Action presented a good faith dispute of the
24 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
25 behalf of the Class Members included (1) failure to pay overtime wages, (2) failure to provide
26 rest periods, (3) failure to provide meal breaks, (4) failure to provide accurate wage statements,
27 (5) failure to timely pay final wages, (6) failure to reimburse expenses, (7) failure to timely pay
28 wages (8) unfair and unlawful competition; and (9) related claims under the California Private

1 Attorneys General Act of 2004.

2 5. Four Class Members requested Exclusion from the Settlement, so the remaining
3 Participating Class Members are entitled to payment pursuant to the Settlement and this
4 Judgment.

5 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
7 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
8 Settlement Agreement.

9 7. The Settling Parties are to bear their own costs, except as otherwise provided in
10 the Settlement Agreement.

11 8. For purposes of effectuating this Order and Judgment (including the Released
12 Claims), this Court has certified the following class: "All current and former non-exempt
13 employees employed by Defendant Action Embroidery Corp. in California at any time from
14 May 29, 2016, through May 29, 2020." The Court deems this definition sufficient for purposes
15 of California Rules of Court, rule 3.765(a).

16 10. With respect to the Settlement Class and for purposes of approving this
17 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
18 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
19 fact common to the Settlement Class Members, and there is a well-defined community of
20 interest among the Settlement Class Members with respect to the subject matter of the Action;
21 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d)
22 the Class Representative has fairly and adequately protected the interests of the Class Members;
23 (e) a class action is superior to other available methods for an efficient adjudication of this
24 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
25 qualified to serve as counsel for the Plaintiff in her individual and representative capacity and
26 for the Settlement Class.

27 11. By this Judgment, the Class Representative shall release, relinquish, and
28 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation

1 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
2 Released Claims, as defined in the Settlement Agreement.

3 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
4 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
5 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating
6 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
7 Released Claims, or of any wrongdoing or liability of Defendant or any of the other Released
8 Parties; or (ii) is or may be deemed to be or may be used by any of the Participating Class
9 Members as an admission of, or evidence of, any fault or omission of Defendant or any of the
10 other Released Parties in any proceeding in any court, administrative agency, or other tribunal.
11 Defendant or any of the other Released Parties may file the Settlement Agreement and/or the
12 Judgment from this Action in any other action that may be brought against it or them in order to
13 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
14 release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or
15 issue preclusion or similar defense or counterclaim.

16 13. The "Settlement Amount" to be paid under the Settlement Agreement is
17 \$200,000. From this amount, Class Counsel sought an award of attorney's fees of \$60,000,
18 litigation expenses of \$3,432.51, Service Award for Class Representative of \$5,000 to the
19 named plaintiff, \$5,000 to the Settlement Administrator, and \$750 to the LWDA for PAGA
20 penalties. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and
21 awards the payments set forth above.

22 F) After deducting the foregoing payments from the Settlement Amount, the
23 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
24 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

25 14. The Settlement Administrator is directed to calculate the Class Member's
26 Individual Settlement Amounts from the Net Settlement Amount and issue all payments within
27 in accordance with the Settlement Agreement and the timeline set forth below:

28 July 29, 2021	The Effective Date
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60 calendar days thereafter	Defendant to deliver Settlement fund Settlement Administrator.
October 4, 2021	The Settlement Administrator shall issue payments to the Participating Class Members, Class Counsel, Plaintiff, the LWDA and itself.

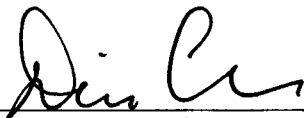
15. Concurrently with mailing the settlement checks to the Participating Class Members, the Settlement Administrator include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [date] the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Cuevas v. Action Embroidery Corp.*, Case No. CIVDS2012230, on behalf of all current and former non-exempt employees employed by Defendant Action Embroidery Corp., in California at any time from May 29, 2016, through May 29, 2020."

16. Participating Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be handled by the Settlement Administrator and submitted to the State of California's Unclaimed Property Fund in the name of the Class Members.

17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 7/29/21


 HON. DAVID COHN
 JUDGE OF THE SUPERIOR COURT