

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

THI PHAN and ANH TRUONG, as
individuals and on behalf of themselves and
on behalf of all others similarly situated,

Plaintiffs

v.

BALT USA, LLC, a Delaware limited liability
company; and DOES 1-100 inclusive,

Defendants.

CASE NO.: 30-2023-01339331-CU-OE-CXC
(Lead Case); Consolidated Case No.: 30-2023-
01339949-CU-OE-CXC (CLASS ACTION)

Assigned for All Purposes to:
Hon. Layne H. Melzer
Dept. CX-102

**ORDER GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
REPRESENTATIVE SETTLEMENT, AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval
2 of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Supplemental Declaration of Sepideh Ardestani in support of
8 Plaintiff's Motion for Preliminary Approval of Class Action Settlement (RoA No. 76) is the
9 product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The
12 Court orders the parties to the Settlement Agreement to perform forthwith their respective duties
13 and obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its
15 September 18, 2025 Order Granting Preliminary Approval, hereby is certified under California
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes all
17 current and former non-exempt employees that worked either directly or via a staffing agency for
18 Defendant Balt USA, LLC ("Balt" or "Defendant") at any location in California at any time
19 during the Class Period of August 2, 2019 to November 2, 2024.

20 4. The Court adjudges all Participating Class Members, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release the Released Parties from (i) all claims that were alleged, or
23 reasonably could have been alleged, based on the facts stated in the Operative Complaint and
24 PAGA Notice, including, (1) unpaid minimum wages and overtime wages, (2) meal period
25 violations, (3) rest period violations, (4) failure to provide suitable resting facilities, (5)
26 inaccurate wage statements, (6) unlawful deductions from wages, (7) failure to produce
27 employment records, (8) inaccurate records, (9) violations of Labor Code sections 2100-2112,

(10) unreimbursed business expenses, (11) reporting time pay violations, (12) violation of California Day of Rest law, (13) sick leave violations, (14) supplemental paid sick leave violations, (15) suitable seating violations, (16) failure to pay vested vacation/paid time off, (17) failure to timely pay all wages upon separation of employment, (18) unlawful agreements-unlawful criminal history inquiries, (19) failure to provide a safe and healthful work place and (20) violation of Labor Code section 432.6, during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, or claims based on facts occurring outside the Class Period.

5. The Court further adjudges that all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including penalties for violation of Labor Code §§ 01-203, 210, 216, 221-223, 225.5, 226, 226.7, 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 6400-6404, 6406-6407, 6409.6, 6432 and all applicable Wage Orders, as well as claims for (1) unpaid minimum wages and overtime wages, (2) meal period violations, (3) rest period violations, (4) failure to provide suitable resting facilities, (5) inaccurate wage statements, (6) unlawful deductions from wages, (7) failure to produce employment records, (8) inaccurate records, (9) violations of Labor Code sections 2100-2112, (10) unreimbursed business expenses, (11) reporting time pay violations, (12) violation of California Day of Rest law, (13) sick leave violations, (14) supplemental paid sick leave violations, (15) suitable seating violations, (16) failure to pay vested vacation/paid time off, (17) failure to timely pay all wages upon separation of employment, (18) unlawful agreements- unlawful criminal history inquiries, (19)

1 failure to provide a safe and healthful work place and (20) violation of Labor Code section 432.6.
2 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the
3 PAGA Period.

4 6. Under the Settlement Agreement, Defendant promises to pay the Gross
5 Settlement Amount of \$625,000.00. The Settlement Administrator is ordered to distribute to the
6 Participating Settlement Class Members and to the Aggrieved Employees their respective
7 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed
8 checks that remain after the check void date shall be forwarded to the California State
9 Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

10 7. The Court further orders that the Class Members be provided with notice of this
11 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
12 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

13 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
14 \$187,500.00 (reduced from the requested amount), and an award of costs and expenses in the
15 amount of \$18,118.40. Such amounts shall be paid as provided in the Settlement Agreement.

16 9. The Court approves service payments to plaintiffs and Class Representatives Anh
17 Truong and Thi Phan in the amount of \$3,500.00 each (reduced from the requested amounts),
18 and the Settlement Administrator is ordered to make such payment consistent with the terms of
19 the Settlement Agreement.

20 10. The Settlement Agreement provides the Settlement Administrator, Apex Class
21 Action, LLC shall be paid from the Gross Settlement Amount for its services in administering
22 the Settlement. As set forth in the Declaration of Madely Nava, the Settlement Administrator is
23 owed \$13,490.00 for services rendered and to be rendered in administering the settlement. The
24 Court therefore orders that Phoenix be paid the amount of \$13,490.00 from the Gross Settlement
25 Amount consistent with the terms of the Class Settlement Agreement.

26 11. The Court approves PAGA penalties in the amount of \$50,000, to be paid from
27 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
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underlying PAGA. \$37,500.00 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of \$12,500.00 will be distributed to the Aggrieved Employees consistent with the terms of the Settlement Agreement and PAGA.

12. The Net Settlement Amount payable to participating Class members is approximately \$348,891.60. The Court sets a Final Accounting Hearing for March 4, 2027, at 2:00 p.m. in Department CX-102 of the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California, 92701. Plaintiffs are ordered to file a compliance report at least sixteen (16) court days before the Hearing.

13. Under California Rule of Court 3.769(h), without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated becomes effective and each and every act agreed to be performed by the parties has been performed under the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

14. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the parties' settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

15. Judgment is hereby entered as follows: Plaintiffs Thi Phan and Anh Truong and the Participating Class Members, consisting of all current and former non-exempt employees that worked either directly or via a staffing agency for Balt at any location in California at any time during the Class Period of August 2, 2019 to November 2, 2024, shall take nothing from Defendant, except as set forth in the Settlement Agreement.

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3 16. The Court shall retain jurisdiction over the parties to interpret, implement and
4 enforce this Judgment under Code of Civil Procedure § 664.6..

5 **IT IS SO ORDERED AND ADJUDGED.**

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8 Dated: March 18, 2026

9 Hon. Layne H. Melzer
Judge of the Superior Court