DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff Timothy Peraza

FARZAD RASTEGAR (SBN 155555)
DOUGLAS W. PERLMAN (SBN 167203)
RASTEGAR LAW GROUP, APC
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094

Attorneys for Plaintiff Pina Ung

FILED
10/12/2026
Superior Court of California,
County of Fresno
By: J. Corley

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Fresno
By: Maria Lopez, Deputy Clerk
10/8/26 10:24 AM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

PINA UNG, individually, and on behalf of all other similarly situated current and former employees of Defendants,

Plaintiff,

v.

BRODER BROS. CO., dba ALPHABRODER, a corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CECG01529
[Consolidated with Case No. 23CECG03660]

Assigned for All Purposes to:
Honorable Lisa M. Gamoian
Department 502

CLASS ACTION

~~[PROPOSED]~~ AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

Hearing Date: October 8, 2026
Hearing Time: 3:30 p.m.
Hearing Place: Department 502

The Court, having read the papers filed regarding Plaintiffs Pina Ung and Timothy Peraza's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering papers submitted in support, including the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS**:

On December 16, 2024, Plaintiffs and Defendant Broder Bros. Co. ("Defendant") entered the Settlement Agreement.

On December 18, 2025, the Court entered an order preliminarily approving the settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class Members with an opportunity to object to the Settlement or to exclude themselves from the Class, and scheduling a Final Approval Hearing.

On October 8, 2026, the Court held a Final Approval Hearing.

1. Incorporation of Other Documents. This Amended Order of Final Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided herein, all the capitalized terms in this Order and Judgment shall have the same meaning as set forth in the Settlement Agreement.

2. Jurisdiction. Because adequate notice has been disseminated, and all the Class Members have been given the opportunity to request exclusion from the Class, the Court has personal jurisdiction over the claims of all the Class Members. The Court has subject matter jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and grant final certification of the Class.

/ / /

/ / /

/ / /

3. Final Class Certification. The Court finds that the Class satisfies all applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process. Accordingly, the Court certifies the Class consisting of all current and former non-exempt hourly employees who were employed by Defendant in California at any time from April 21, 2019, through March 1, 2024 ("Class," "Class Members," and "Class Period").[1] There are 1,361 Class Members who did not Opt Out from the Settlement.[2]

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class in entering and implementing the Settlement Agreement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Class Notice and its distribution to the Class Members have been implemented pursuant to the Settlement Agreement and Preliminary Approval Order. The Court finds that the Class Notice:

a. Constitutes notice reasonably calculated to apprise the Class Members of: (i) the pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in this lawsuit on all the Class Members;

/ / /

/ / /

/ / /

[1] After reviewing the class data, the Settlement Administrator determined that the escalator clause was triggered. Pursuant to section 7.12 of the Settlement Agreement, Defendant elected the end the Class Period and PAGA Period on the date that the total workweeks equal 66,263 workweeks.

[2] The Settlement Administrator mailed Class Notices to 1,362 Class Members and received one (1) request for exclusion. As a result, there are 1,361 Class Members who did not Opt Out from the Settlement.

a. Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process;

b. Constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and

c. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of the Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement.

7. Binding Effect. The terms and provisions of the Agreement and this Order and Judgment are binding on Plaintiffs, Class Members, and PAGA Group Members.

8. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith, resulting from arm's-length negotiations by experienced counsel who have carried out and meaningfully investigated the disputed claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the Settlement Agreement according to its terms and provisions.

9. Class Release. As of the Effective Date, each Class Member who does not Opt Out of the Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, releases, resolves, relinquishes, and discharges Defendant and the Released Parties from the Released Claims. The Released Claims shall run for the duration of the Class Period.

/ / /

/ / /

/ / /

a. General Release by Class Representatives. In addition to releasing the Released Claims against the Released Parties, Plaintiffs agree that the consideration set forth in the Settlement represents full settlement of all known and unknown claims that they have had or may have had against the Released Parties. Plaintiffs, on behalf of themselves and their heirs, representatives, successors, assigns, and attorneys, hereby compromise, release, resolve, relinquish, discharge and settle each and all of the Released Parties from any and all known and unknown claims, liabilities, and obligations of every kind (including penalties, equitable relief, punitive damages, attorneys' fees and costs) that Plaintiffs have ever had or now may have against any of the Released Parties arising out of or relating to facts, events, occurrences, or omissions they have had or may have had against any of them. Plaintiffs also waive and release any rights that they may have under section 1542 of the Civil Code to the full extent that all such rights may lawfully be waived.

b. Released Parties. The Released Parties include Defendant, and any of its past, present, or future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and temporary staffing agencies as well as each of their past, present, and futures officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

10. Settlement Fund – Maximum. The Court approves the payment of the Settlement Fund – Maximum of $900,000 to be paid by Defendant.

/ / /

/ / /

/ / /

11. Attorneys' Fees and Litigation Expenses. The Court finds the Attorneys' Fees of $315,000 (35% of the Settlement Fund – Maximum) to be paid to Class Counsel to be reasonable and appropriate. The Court finds the Litigation Expenses for the reimbursement of the collective litigation costs of $20,834.41 (specifically, $9,490.15 incurred by Justice Law Corporation and $11,344.26 incurred by Rastegar Law Group, APC) to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions of the Agreement. Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and costs incurred by Plaintiffs or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review the Attorneys' Fees and to award so much as determined to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Attorneys' Fees are also supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this matter, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court approves the Attorneys' Fees of $315,000.

b. The Court has reviewed the Declaration of Douglas Han and Declaration of Douglas Perlman regarding the litigation costs expended in prosecuting this matter. Pursuant to the Agreement, Class Counsel may seek reimbursement of litigation costs of up to $30,000. The Court approves the collective Litigation Expenses of $20,834.41.

12. Service Payments. The Court finds the Service Payments of $10,000 to be paid to each Plaintiff (totaling $20,000) to be reasonable and appropriate. The Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

/ / /

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. The criteria that the courts consider include: (i) risks to the class representatives in commencing the lawsuit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by the class representatives.

b. The Court has reviewed Plaintiffs' declarations outlining Plaintiffs' involvement in this lawsuit. Given the risks inherent in serving as the class representative, duration of this lawsuit, work performed, and benefits created for the Class Members, the Court approves the Service Payments of $10,000 to each Plaintiff (totaling $20,000).

13. Settlement Administration Costs. The Court finds the Settlement Administration Costs of $19,750 to be paid to the Settlement Administrator to be reasonable and appropriate. The Settlement Administration Costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the Declaration of Lluvia Islas from Phoenix Class Action Administration Solutions, the Court-approved Settlement Administrator. The Court finds that the notice provided to the Class Members constitutes the best practicable notice to the Class Members and satisfied due process. The Court also finds that the Settlement Administrator adequately administered the Settlement. The Court approves the Settlement Administration Costs of $19,750.

14. PAGA Payment. The Court finds the PAGA Payment of $40,000, seventy-five percent (75%) of which ($30,000) will be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which ($10,000) will be distributed to the PAGA Group Members, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment are to be paid pursuant to the terms and provisions set forth in the Agreement.

15. Fairness of the Settlement Agreement. As noted in the Preliminary Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving papers, Plaintiffs contend that the Settlement Agreement was the product of arm's-length negotiations following litigation, discovery, and exchange of documentation. The negotiations were facilitated with the assistance of Hon. Howard R. Broadman (Ret.), an experienced and well-respected mediator.

a. There are no objections and only one (1) request for exclusion, demonstrating the fairness of the Settlement Agreement.

16. Funding of the Settlement Fund – Maximum. No later than seven (7) calendar days following the latter of (a) the Effective Date; and (b) the date the Settlement Administrator provides Defendant with wire instructions for depositing the Settlement Fund – Maximum and verbally verifies the authenticity of those wire instructions with Defendant by a telephone call prior to the transfer, initiated by Defendant using the Settlement Administrator's telephone number published on its known website, Defendant will provide the Settlement Administrator with the Settlement Fund - Maximum, which the Settlement Administrator will deposit into a Qualified Settlement Fund account. No later than seven (7) calendar days following receipt of the Settlement Fund - Maximum, the Settlement Administrator will mail the settlement checks to the appropriate entities and persons.

17. Uncashed Checks. Any checks issued to PAGA Group Members and to Class Members will remain negotiable for a period of one hundred eighty (180) calendar days from the date of mailing. If a PAGA Group Member's or a Class Member's check is not cashed within one hundred eighty (180) calendar days, the check will be void and a stop payment order may be placed on the check. The funds represented by all uncashed checks will be disbursed to the Unclaimed Property Fund in the name of the PAGA Group Members and Class Member whose check was not cashed.

/ / /

/ / /

/ / /

18. Compliance Hearing. The Court sets a compliance hearing on October 7, 2027, at 3:30 p.m. in Department 502. A compliance status report along with a proposed amended judgment shall be filed no later than September 23, 2027. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to the Class Members and total residual of unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Modification of the Agreement. The Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel or their representatives/successors-in-interest. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of the Class Members.

20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose. This includes, without limitation:

a. Entering such additional orders as may be necessary or appropriate to protect and/or effectuate this Order and Judgment approving the Settlement Agreement, to enjoin Plaintiffs from initiating or pursuing related proceedings, and to ensure the fair and orderly administration of the Settlement Agreement;

b. Enforcing the terms and provisions of the Settlement Agreement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement Agreement or this Order and Judgment; and

c. Entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

The Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Litigation Expenses, and Service Payments is GRANTED. The Settlement Administrator is directed to carry out the terms of the Agreement forthwith.

THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

IT IS SO ORDERED.

DATED: October 12, 2026

HONORABLE LISA M. GAMOIAN
SUPERIOR COURT JUDGE

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103.

On October 8, 2026, I served the foregoing document described as

PROPOSED] AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action a true and correct copy thereof to the email addresses as follows:

Joice B. Bass (joice.bass@ogletree.com)
fresnoeservice@ogletreedeakins.com
OGLETREE DEAKINS
205 East River Park Circle, Suite 410
Fresno, CA 93720
Attorney(s) for Defendant Broder Bros., Co. dba Alphabroder

Farzad Rastegar (farzad@rastegarlawgroup.com)
Douglas W. Perlman (douglas@rastegarlawgroup.com)
Tom Campbell (tom@rastegarlawgroup.com)
Diane E. Andrade (diane@rastegarlawgroup.com)
Patricia Avila-Flores (pavila@rastegarlawgroup.com)
Kasey Nguyen (kasey@rastegarlawgroup.com)
RASTEGAR LAW GROUP
22760 Hawthorne Boulevard, Suite 200
Torrance, CA 90505
Attorney(s) for Plaintiff Pina Ung

[X] BY E-MAIL
Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 8, 2026, at Pasadena, California.

Mariah Anderson

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, CA 91103, and my electronic service address is bitty@justicelawcorp.com.

On October 26, 2026, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Ung v. Broder Bros., CO. d/b/a Alphabroders**
LWDA/Court Case No.: **LWDA-CM-963584-23**
23CECG01529 [Consolidated with Case No. 23CECG03660]
Fresno County Superior Court

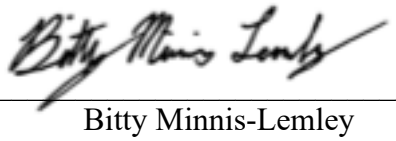
on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 26, 2026, at Pasadena, California.



Bitty Minnis-Lemley