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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JANET ARROYO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AST SPORTSWEAR, INC., dba BAYSIDE
APPAREL MANUFACTURING, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 30-2017-00909663-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Glenda Sanders, Dept. CX101]*

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Complaint Filed: March 16, 2017
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 26, 2019, pursuant
2 to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval
3 of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’
4 Stipulation of Settlement (“Settlement Agreement”)¹ and the documents and evidence presented
5 in support thereof, including the supplemental briefing filed by Plaintiffs on April 19, 2019
6 pursuant to this Court’s April 5, 2019 tentative ruling, the Court hereby makes a final ruling that
7 the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-
8 length negotiations between the parties. Good cause appearing therefor, the Court hereby
9 GRANTS Plaintiffs’ Motion for Final Approval of Class Action Settlement and ORDERS as
10 follows:

11 1. Final judgment is hereby entered in conformity with the Settlement and Final
12 Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is
14 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
15 Class consisting of:

16 All current and former non-exempt employees of Defendant AST
17 Sportswear, Inc. dba Bayside Apparel Manufacturing, Inc. who worked in
18 the State of California during the time period of March 16, 2013 through
19 December 17, 2018 (the “Class Period”).

20 3. Plaintiffs Janet Arroyo and Maria Hernandez are hereby confirmed as Class
21 Representatives, and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC are
22 confirmed as Class Counsel.

23 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was approved by the Court on December 17, 2018 and the notice process has been completed in
25 conformity with the Court’s Orders. The Court finds that said notice was the best notice
26 practicable under the circumstances. The Class Notice provided due and adequate notice of the
27 proceedings and matters set forth therein, informed Settlement Class members of their rights, and
28 fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 of Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement, that
3 only one Settlement Class member, Hong T. Nguyen, elected to opt-out of the Settlement, and
4 that the 99.63% participation rate in the Settlement supports final approval.

5 6. The Court hereby approves the Settlement as set forth in the Settlement
6 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
7 Agreement according to its terms.

8 7. For purposes of settlement only, the Court finds that (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
13 members of the Settlement Class; (d) the Class Representatives have fairly and adequately
14 protected the interests of the Settlement Class members; (e) a class action is superior to other
15 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
16 qualified to serve as counsel for the Class Representatives and the Settlement Class.

17 8. The Court finds that given the absence of objections to the Settlement, and
18 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
19 of notice of entry.

20 9. The Court orders that within sixty-five (65) calendar days of this Order, Defendant
21 AST Sportswear, Inc. dba Bayside Apparel Manufacturing, Inc. (“Bayside”) shall make the first
22 installment payment of \$180,000 with the Settlement Administrator, CPT Group, Inc. Bayside
23 shall make a second installment of \$180,000 within 180 days of the first installment. Bayside
24 shall make a third installment of \$180,000 within 180 days of the second installment. Bayside
25 shall make a fourth installment of \$180,000 within 180 days of the third installment. Bayside
26 shall make a fifth and final installment of \$180,000 within 180 days of the fourth installment.
27 CPT Group, Inc. shall pay Plaintiffs’ Class Representative Service Awards and Class Counsel’s
28 litigation costs within fifteen (15) days of the first installment of \$180,000. CPT Group, Inc.

1 shall hold all other portions of the Maximum Settlement Amount in an interest-bearing account
2 for the benefit of Settlement Class members until the time for disbursement. Within ten (10)
3 calendar days following Bayside's fifth and final installment, CPT Group, Inc. will calculate
4 Settlement Award amounts and provide the same to counsel for review and approval. Within
5 seven (7) calendar days of approval by counsel, CPT Group, Inc. will prepare and mail Settlement
6 Awards, less applicable taxes and withholdings, to participating Settlement Class members.

7 10. Any Settlement funds that remain uncashed after the 180-day check-cashing
8 deadline shall revert to the California State Controller for deposit in the California Unclaimed
9 Property Fund in the name of the participating Settlement Class member(s) whose check(s) were
10 not cashed.

11 11. The Court finds that the settlement payments, as provided for in the Settlement,
12 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
13 individual payments in conformity with the terms of the Settlement.

14 12. The Court finds that service awards in the amount of \$5,000.00 each for Plaintiffs
15 Janet Arroyo and Maria Hernandez, for a total of \$10,000, is appropriate for their risks undertaken
16 and service to the Settlement Class. The Court finds that these awards are fair, reasonable, and
17 adequate, and orders that the Settlement Administrator make these payments in conformity with
18 the terms of the Settlement.

19 13. The Court finds that attorneys' fees in the amount of \$300,000, and actual
20 litigation costs of \$28,494.98 for Class Counsel, are fair, reasonable, and adequate, and orders
21 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
22 the terms of the Settlement.

23 14. The Court finds that a payment to the Labor & Workforce Development Agency
24 ("LWDA") in the amount of \$30,000.00 for the LWDA's 75% share of civil penalties under the
25 Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
26 Settlement Administrator make this payment in conformity with the terms of the Settlement.

27 15. The Court orders that the Settlement Administrator shall be paid \$12,000 from the
28 Maximum Settlement Amount for all of its work done and to be done until the completion of this

1 matter, and finds that sum appropriate.

2 16. The Court finds and determines that upon satisfaction of all obligations under the
3 Settlement and this Order, all Settlement Class members, except for Hong T. Nguyen, who timely
4 submitted a Request for Exclusion, are bound by the Settlement, have released their claims as set
5 forth in the Settlement, and are permanently barred from prosecuting against Bayside any
6 individual or class claims released pursuant to the Settlement.

7 17. The Settlement is not an admission by Bayside, nor is this Order a finding of the
8 validity of any allegations or of any wrongdoing by Bayside. Neither this Order, the Settlement,
9 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
10 construed or deemed an admission of liability, culpability, or wrongdoing on the part of Bayside.

11 18. As of the date of the fifth and final installment payment made by Bayside, all
12 Settlement Class members, except for Hong T. Nguyen, who timely requested exclusion from
13 the Settlement, shall be deemed to have fully released and discharged Bayside and all of their
14 past and present officers, directors, shareholders, employees, agents, principals, heirs,
15 representatives, accountants, auditors, consultants, and their respective successors and
16 predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released
17 Parties”) from all claims, causes of action, and legal theories alleged or which could have been
18 alleged or otherwise raised based on the facts in the operative complaint, including (a) failure to
19 pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal
20 periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all
21 rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages
22 due or final wages due; (f) all claims for unfair business practices; (g) all claims under PAGA;
23 and (h) all damages, penalties, interest, costs (including attorney’s fees) and other amounts
24 recoverable under said claims or causes of action as to the facts and/or legal theories alleged or
25 which could have been alleged in the operative complaint (collectively, the “Released Claims”).
26 The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect
27 of the judgment will be the same as that of the Release.

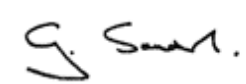
28 19. This document shall constitute a final judgment pursuant to California Rule of

1 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
2 approval hearing, the court must make and enter judgment. The judgment must include a
3 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
4 judgment. The court may not enter an order dismissing the action at the same time as, or after,
5 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
6 Approval Order, and this Judgment.

7 19. The Settlement Administrator shall make a final report of disbursement on or
8 before February 2, 2022.

9 **IT IS SO ORDERED.**

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11 **Date Judge Signed: May 03, 2019**



Honorable Glenda Sanders
Judge of the Superior Court

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