

1. Name of the party submitting the proposed order:  
THI PHAN, et al.
2. Title of the proposed order:  
[[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA REPRESENTATIVE SETTLEMENT
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE SETTLEMENT
  - b. Date and time: September 4, 2025
  - c. Place: Civil Division of the San Bernardino District  
Civil Complex Center  
751 West Santa Ana Blvd.  
Cx-103
4. The proposed order was served on the other parties in the case.

  
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:  
VINCE BURKLUND vs. GARDEN GROVE UNIFIED SCHOOL DISTRICT

CASE NUMBER:  
30-2023-01339331-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME OF DECLARANT)



\_\_\_\_\_  
(SIGNATURE OF DECLARANT)

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF ORANGE**

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

14 Plaintiffs

15 v.

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

18 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-103

19 **[PROPOSED] ORDER GRANTING**  
20 **MOTION FOR PRELIMINARY**  
21 **APPROVAL OF CLASS ACTION AND**  
22 **PAGA REPRESENTATIVE SETTLEMENT**

23  
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27  
28 Date: September 4, 2025  
Time: 2:00 p.m.  
Dept.: CX-102

1 The Court, having read the papers filed regarding Plaintiffs’ unopposed Motion for  
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,  
3 hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement (“Settlement Agreement”),  
5 attached as Exhibit 1 to the Declaration of Sepideh Ardestani in support of Plaintiffs’ Motion for  
6 Preliminary Approval of Class Action and PAGA Representative Settlement (RoA No. 76), is  
7 within the range of possible recovery and, subject to further consideration at the Final Approval  
8 Hearing described below, is preliminarily approved as fair, reasonable, and adequate. The Court,  
9 for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally  
11 certifies the class defined as all current and former non-exempt employees that worked either  
12 directly or via a staffing agency for Defendant Balt USA, LLC (“Balt” or “Defendant”) at any  
13 location in California at any time during the Class Period of August 2, 2019 to November 2,  
14 2024.

15 3. The Court finds the Settlement Class, consisting of approximately 1,005  
16 members, is so numerous that joinder of all members is impracticable, and that the Settlement  
17 Class is ascertainable by reference to the business records of Defendant.

18 4. The Court finds further there are questions of law and fact common to the entire  
19 Settlement Class, which common questions predominate over any individualized questions of  
20 law or fact. These common questions include, without limitation: (1) whether Balt paid  
21 Settlement Class Members for all hours worked and the correct rate, (2) whether Balt provided  
22 Settlement Class Members with required meal and/or rest breaks, or compensation in lieu  
23 thereof; (3) whether Balt reimbursed Settlement Class Members for reasonable and necessary  
24 business expenses; (4) whether Balt provided Settlement Class Members with proper itemized  
25 wage statements, and (5) whether Balt timely paid the Settlement Class Members all wages due  
26 on separation of employment.

5. The Court finds further the claims of named Plaintiffs Thi Phan and Anh Truong are typical of the claims of the Settlement Class, and that he will fairly and adequately protect the interests of the Settlement Class. Accordingly, the Court appoints Thi Phan and Anh Truong as the Class Representatives, and appoints their counsel of record, Zachary M. Crosner, Sepideh Ardestani and Jamie K. Serb, and Crosner Legal, PC, as Class Counsel.

6. The Court finds further that certification of the Settlement Class is superior to other available means for the fair and efficient adjudication of the controversy.

7. The Court finds further that, in the present case, the proposed method of providing notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class Member's last known address, is reasonably calculated to notify the Settlement Class Members of the proposed Settlement and provides the best notice possible under the circumstances. The Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class Members of the terms of the Settlement and their rights thereunder, including the right to object to the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves from the Settlement and the procedure for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of Class Action Settlement, Request for Exclusion Form, and Objection Form (Exhibits A-C hereto) and the procedure for providing Notice set forth in the Settlement Agreement, are approved by the Court.

8. Under the terms of the Settlement Agreement, the Court approves the Parties' selection of Apex Class Action, LLC as the Settlement Administrator. The Settlement Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this Order and the Settlement Agreement, and particularly with respect to providing the Settlement Administrator all information necessary to perform its duties under the Settlement Agreement.

9. Any member of the Settlement Class who wishes to comment on or object to the Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class Counsel or any proposed representative enhancement to the Class Representative, shall have sixty (60) days from the mailing of the Class Notice to submit his or her comments and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice. If any Class Notices are re-mailed, the Class Member shall have forty-five (45) days from the date of re-mailing to submit his or her comments and/or objection to the Settlement Administrator.

10. Any member of the Settlement Class who wishes to exclude themselves from the Settlement shall have sixty (60) days from the mailing of the Class Notice to submit his or her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice. If any Class Notices are re-mailed, the Class Member shall have forty-five (45) days from the date of remailing to submit his or her request for exclusion to the Settlement Administrator.

11. Under the Settlement Agreement Defendant agrees to pay the sum of \$625,000 as the Gross Settlement Amount (“GSA”). The Court preliminarily approves the following deductions from the GSA:

a. attorney's fees to Class Counsel Crosner Legal, PC of no more than \$208,333.33 (1/3 of the GSA;

b. litigation costs and expenses to Class Counsel Crosner Legal, PC of no more than \$20,000.00;

c. service awards to Plaintiffs Thi Phan and Anh Truong of no more than \$5,000.00 each (\$10,000.00 total);

d. settlement administration costs to the Settlement Administrator of no more than \$14,000.00; and

e. PAGA civil penalties of \$50,000.00, to be divided 75% (\$37,500.00) to the LWDA and 25% (\$12,500.00) to the Aggrieved Employees.

1           12.     The Settlement Administrator shall post a copy of this Order on its website until  
2 at least the date of the final approval hearing, and shall post a copy of the order granting final  
3 approval of the settlement on its website for a period of no less than sixty (60) days following  
4 entry of the final approval order.

5           13.     A Final Approval Hearing is hereby set for March 12, 2026, at 2:00 p.m. in  
6 Department CX-102 of the Orange County Superior Court, 751 West Santa Ana Blvd., Santa  
7 Ana, California, 92701, to consider any objections to the Settlement, determine if the proposed  
8 Settlement should be found fair, adequate and reasonable and given full and final approval by the  
9 Court, and to determine the amount of attorney's fees and costs awarded to Class Counsel, the  
10 amount of any representative enhancement award to the Class Representatives, and to approve  
11 the fees and costs payable to the Settlement Administrator. All legal memoranda, affidavits,  
12 declarations, or other evidence in support of the request for final approval, the award of  
13 attorney's fees and costs to Class Counsel, the enhancement award to the Class Representatives,  
14 and the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16)  
15 court days prior to the Final Approval Hearing. The Court reserves the right to continue the  
16 Final Approval Hearing without further notice to the Settlement Class Members.

17           14.     Provided he or she has not submitted a timely and valid Request for Exclusion,  
18 any Settlement Class Member may appear, personally or through his or her own counsel, and be  
19 heard at the Final Approval Hearing regardless of whether he or she has submitted a written  
20 objection.

21           15.     This Court shall maintain jurisdiction over the Parties and this matter under Code  
22 of Civil Procedure § 664.6 and California Rule of Court 3.769(h).

23           **IT IS SO ORDERED.**

24  
25  
26 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

# EXHIBIT

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**COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

*(Thi Phan and Anh Truong v. Balt USA, LLC)*

Orange County Case Nos. 30-2023-01339949-CU-OE-CC and 30-2023-01339331-CU-OE-CC

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a lawsuit ("Action") against Balt USA, LLC ("Balt") for alleged wage and hour violations. The Action was filed by former Balt employees ("Plaintiffs") and seeks (1) payment of unpaid minimum wages, overtime wages, premium wages in lieu of meal and rest periods, and out-of-pocket business expense reimbursement, for a class consisting of all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant Balt USA, LLC at any location in California during the Class Period (August 2, 2019 to November 2, 2024) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for suitable resting facilities violations, failure to issue accurately itemized wage statements, unlawful deductions from wages, failure to produce employment records, failure to keep accurate records, violations of Labor Code sections 2100-2112, reporting time pay violations, violations of California Day of Rest law, sick leave violations, suitable seating violations, failure to pay vested vacation/paid time off, failure to timely pay all wages upon separation of employment, unlawful criminal history inquiries, and violation of Labor Code section 432.6 for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant Balt USA, LLC at any location in California during the PAGA Period (May 27, 2022 to November 2, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Balt to fund Individual Class Payments, and (2) a PAGA Settlement requiring Balt to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Balt's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Balt's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Balt's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights

are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Balt to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Balt.

If you worked for Balt during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Balt.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the enclosed Request for Exclusion Form. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Balt, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Balt will not retaliate against you for any actions you take with respect to the proposed Settlement.

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**You Don't Have to Do Anything to Participate in the Settlement.** If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Balt that are covered by this Settlement (Released Claims).

**You Can Opt-Out of the Class Settlement but not the PAGA Settlement.** The Opt-out Deadline is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator the enclosed Request for Exclusion Form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

**You Cannot Opt-out of the PAGA Portion of the Proposed Settlement.** Balt must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

**Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.** Objection Forms must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class.

You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

**You Can Participate in the Final Approval Hearing.** The Court's Final Approval Hearing is scheduled to take place on **DATE**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

**You Can Challenge the Calculation of Your Workweeks/Pay Periods.** Written Challenges Must be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Balt's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former Balt employees. The Action accuses Balt of violating California labor laws by failing to pay all minimum wages, overtime wages, premium wages in lieu of meal and rest periods, out-of-pocket business expense reimbursement, failing to provide suitable resting facilities, failing to issue accurately itemized wage statements, unlawful deductions from wages, failing to produce employment records, failing to keep accurate records, violations of Labor Code sections 2100-2112, reporting time pay violations, violations of California Day of Rest law, sick leave violations, supplemental paid sick leave violations, suitable seating violations, failure to pay vested vacation/paid time off, failing to timely pay all wages upon separation of employment, unlawful agreements- unlawful criminal history inquiries, failure to provide a safe and healthful work place, and violation of Labor Code section 432.6. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys ("Class Counsel") in the Action.

Balt strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Balt violated any laws. In the meantime, Plaintiffs and Balt hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Balt have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed

Settlement is a compromise of disputed claims. By agreeing to settle, Balt does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Balt has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

**Balt Will Pay \$625,000.00 as the Gross Settlement Amount (Gross Settlement).** Balt has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Balt will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

**Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$208,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$10,000.00 as a Class Representative Service Payments (\$5,000.000 to each Plaintiff) for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- Up to \$14,000.00 to the Administrator for services administering the Settlement.
- Up to \$50,000.00 for PAGA Penalties, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

**Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

**Taxes Owed on Payments to Class Members.** Plaintiffs and Balt are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Balt will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Balt have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

**Need to Promptly Cash Payment Checks.** You have 180 days to cash settlement checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

**Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to fill out and sign the enclosed Request for Exclusion Form and submit it before the Response Deadline. If you fill out and submit the Request for Exclusion Form, you will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Balt.

**You cannot opt-out of the PAGA portion of the Settlement.** Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Balt based on the PAGA Period facts alleged in the Action.

**The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Balt have agreed that, in either case, the Settlement will be void: Balt will not pay any money and Class Members will not release any claims against Balt.

**Administrator.** The Court has appointed a neutral company, APEX Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion Forms. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other

tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

**Participating Class Members' Release.** After the Judgment is final and Balt has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Balt or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

**Participating Class Members Release:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, failing to pay all minimum wages, overtime wages, premium wages in lieu of meal and rest periods, out-of-pocket business expense reimbursement, failing to provide suitable resting facilities, failing to issue accurately itemized wage statements, unlawful deductions from wages, failing to produce employment records, failing to keep accurate records, violations of Labor Code sections 2100-2112, reporting time pay violations, violations of California Day of Rest law, sick leave violations, supplemental paid sick leave violations, suitable seating violations, failure to pay vested vacation/paid time off, failing to timely pay all wages upon separation of employment, unlawful agreements- unlawful criminal history inquiries, failure to provide a safe and healthful work place, and violation of Labor Code section 432.6. Except as set forth in Section 5.3 of the Settlement 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, workers' compensation, or claims based on facts occurring outside the Class Period.

**Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Balt has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Balt, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Balt or its related entities based on the facts alleged in the Action and resolved by this Settlement.

**The Aggrieved Employees' Release:** 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 PAGA Period 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) failure to provide a safe and healthful work place and (20) violation of Labor Code section 432.6.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

**Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

**Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

**Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Balt's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Balt's calculation of Workweeks and/or Pay Periods based on Balt's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Balt's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

**Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).



Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Phan and Truong v. Balt USA, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Participating Class Members may submit the enclosed Objection Form by **DATE** (60 days after the Class Notice is mailed). Before deciding whether to object, you may wish to see what Plaintiffs and Balt are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on **the Administrator's Website** (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for filling out the enclosed Objection Form to the Administrator is **DATE** (60 days after the Class Notice is mailed). Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Please include your name, current address, telephone number, and approximate dates of employment with Balt and sign the Objection Form.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department of the Orange County Superior Court, located at . At the Hearing,



the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Balt and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) 's website at (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Zachary Crosner  
zach@crosnerlegal.com  
Jamie Serb  
jamie@crosnerlegal.com  
Sepideh Ardestani  
sepideh@crosnerlegal.com  
9440 Santa Monica Blvd., Suite 301  
Beverly Hills, CA 90210

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your

check is already void you should consult the State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**EXHIBIT**

**B**

**REQUEST FOR EXCLUSION FORM**

**THI PHAN AND AHN TRUONG V. BALT USA, LLC**

Superior Court of California, County of Orange  
Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	No action is required to get your share of this Settlement.
<b>EXCLUDE YOURSELF</b>	You may exclude yourself from the class settlement, but you may <u>not</u> exclude yourself from the PAGA settlement. To exclude yourself from the class settlement, fill out the information below and mail, email or fax this form to the Settlement Administrator. If you exclude yourself from the class settlement, <u>you will not get any payment</u> . This is the only option that allows you to file your own lawsuit against Defendant.

I declare as follows:

I am or was a non-exempt employee who worked for Defendant Balt USA, LLC in California at any time during the time period of August 2, 2019 to November 2, 2024. I have received and reviewed the Notice of Class and PAGA Action Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement. Exclusion from the class settlement does not mean exclusion from PAGA settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

\_\_\_\_\_  
XXX – XX – \_\_\_\_  
(Social Security Number – last 4 digits only)

This form must be mailed, emailed or faxed to the Settlement Administrator on or before                     , 2025:

Settlement Administrator  
c/o APEX Class Action Administrator

[EMAIL]  
[ADDRESS]  
[TELEPHONE]  
[FAX]

**EXHIBIT**

**C**

**OBJECTION FORM**  
**THI PHAN AND AHN TRUONG V. BALT USA, LLC**

Superior Court of California, County of Orange  
Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC

**USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND, IN ITS ENTIRETY, AND YOU MUST MAIL, FAX, OR EMAIL IT TO THE ADMINISTRATOR APEX CLASS ACTION ADMINISTRATOR NO LATER THAN [REDACTED].**

Settlement Administrator  
c/o APEX Class Action Administrator

[EMAIL]  
[ADDRESS]  
[TELEPHONE]  
[FAX]

[ ] I OBJECT to the *Phan and Truong v. Balt USA, LLC* Settlement for the following reasons:

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\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
(Your Address)

\_\_\_\_\_  
(Print Last Four Digits of Social Security Number)

\_\_\_\_\_  
(City/State/Zip Code)