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12 *Attorneys for Plaintiffs*
DAWN GEE, IAN PARKS, and ANDRE WILLIAMSON

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN BERNARDINO**

16 DAWN GEE, IAN PARKS and ANDRE
17 WILLIAMSON individually and on behalf
of others similarly situated, and as an
18 aggrieved employee and Private Attorney
General,

19 Plaintiff,

20 vs.

21 SIGNATURE RETAIL SERVICES, INC., a
22 Illinois Corporation; and DOES 1 through
50, inclusive,

23 Defendants.
24

Case No.: CIVDS2015113

*Assigned for all purposes to: Hon. David Cohn
Department S26*

25 **NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

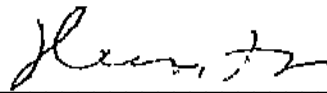
26 Complaint Filed: July 29, 2020
27 Trial Date: Not set
28

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on August 15, 2022, the Honorable David Cohn in
3 Department S26 in the above-entitled Court, located at 247 West Third Street, San Bernardino,
4 California 92415 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A**
5 is a true and correct copy of the Order and Judgment which was executed and filed on August 15,
6 2022.

7 Dated: August 16, 2022

PROTECTION LAW GROUP, LLP

8
9 By: 
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiffs*
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EXHIBIT A

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19 *Attorneys for Plaintiffs*
20 DAWN GEE, IAN PARKS, and ANDRE WILLIAMSON

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

29 DAWN GEE, IAN PARKS and ANDRE
30 WILLIAMSON individually and on behalf of
31 others similarly situated, and as an aggrieved
32 employee and Private Attorney General

33 Plaintiff,

34 v.

35 SIGNATURE RETAIL SERVICES, INC., a
36 Illinois Corporation; and DOES 1 through 50,
37 inclusive,

38 Defendants.

Case No.: CIVDS2015113

*Assigned for All Purposes to: Hon. David Cohn,
Department S26*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: August 15, 2022

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: July 29, 2020

Trial Date: Not set

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

AUG 15 2022

By 
JESSICA MORALES, DEPUTY

[PROPOSED] FINAL ORDER AND JUDGMENT

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action having come before the Court on August 15, 2022, for a
3 hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. And
4 consistent with the Court's Amended Preliminary Approval Order and due and adequate notice
5 having been given to all Class Members as required in the Amended Preliminary Approval
6 Order and the Court having considered all papers filed and proceedings had herein, and
7 otherwise being fully informed. and good cause appearing therefore, it is hereby **ORDERED,**
8 **ADJUDGED AND DECREED AS FOLLOWS:**

9 1. Pursuant to California law, the Court hereby grants final approval of the Settlement.

10 2. The Court hereby certifies for settlement purposes only the following Class: "All current
11 and former hourly-paid, non-exempt employees of Signature Retail Services, Inc., who were
12 employed by Signature Retail Services, Inc., and worked in California at any time between July
13 29, 2016, and March 26, 2021," *excluding Terrance Lucas, Kevin McQueen,*
Michael Walls.

14 3. This Court has jurisdiction over the subject matter of this Action and over all Parties to
15 this Action, including all Class Members.

16 4. The Court hereby finds the Settlement was entered into in good faith pursuant to and
17 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
18 forth in the Amended Preliminary Approval Order, and in the proceedings of the Final Approval
19 hearing, which are adopted and incorporated herein by reference, the Court further finds that
20 Plaintiffs have satisfied the standards and applicable requirements for final approval of this class
21 action settlement under California law, including the provisions of California Code of Civil
22 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the
23 California state courts in Vasquez v. Superior Court 4 Cal.3d 800, 821 (1971).

24 5. The Court finds that the Agreement is fair, reasonable and adequate, and directs the
25 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
26 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
27 Court further finds that the Parties have conducted extensive investigation and research, and
28 counsel for the Parties were able to reasonably evaluate their respective positions. The Court

1 also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the
2 delay and risks that would be presented by the further prosecution of the Action. The Court has
3 reviewed the benefits that are being granted as part of the Settlement and recognizes the
4 significant value to the Class Members. The Court also finds and orders that the Agreement
5 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
6 Defendants and the Released Parties.

7 6. The Court hereby confirms Heather Davis and Amir Nayebdadash of Protection Law
8 Group, LLP and Ken Yoon of Yoon Law APC. as Class Counsel in the Action.

9 7. The Court concludes that the Settlement Administrator, Phoenix Settlement
10 Administrators took all reasonable and necessary steps to locate and notify each Class Member
11 of the Agreement, as required in the Amended Preliminary Approval Order. The notice given to
12 the Class fully and accurately informed the Class of all material elements of the Agreement and
13 their opportunity to object or comment thereon; was the best notice practicable under the
14 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
15 with the laws of the State of California, Federal Rules of Civil Procedure, the United States
16 Constitution, due process, and other applicable law. The notice fairly and adequately described
17 the Settlement and provided Class Members adequate instructions and a variety of means to
18 obtain additional information. A full opportunity has been afforded to Class Members to
19 participate in this hearing, and all persons wishing to be heard have been heard. Accordingly,
20 the Court determines that all Class Members who did not timely and properly request exclusion
21 are bound by this Judgment.

22 8. The Court hereby finds that there have been no objections to the Settlement. The
23 deadline for Class Members to submit a written objection to the Settlement was July 26, 2022.
24 The Court also finds there were no objections at the hearing on final approval.

25 9. The Court hereby finds that there were no requests to be excluded from the Settlement. The
26 deadline for Class Members to submit a request for exclusion was July 26, 2022. Accordingly,
27 all Class Members shall be bound by this Judgment.
28

1 10. Upon this Judgment becoming final, all Participating Class Members shall be deemed to
2 have fully, finally, and forever released Signature, and all its past, present and/or future, direct
3 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
4 attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent
5 companies, subsidiaries, divisions, predecessors, successors, assigns, and joint venturers
6 (“Releasees”) from all claims, rights, demands, liabilities and causes of action that are alleged, or
7 reasonably could have been alleged based on the facts and claims asserted in the operative
8 complaint in this Instant Action including the following claims: (i) failure to pay all regular
9 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or
10 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
11 (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate
12 wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii)
13 failure to provide timely pay wages during employment; (viii) failure to pay proper vacation
14 time; (ix) unfair business practices that could have been premised on the claims, causes of action
15 or legal theories of relief described above or any of the claims, causes of action or legal theories
16 of relief pleaded in the operative complaint; (x) failure to maintain required payroll records and
17 (xi) all claims under the California Labor Code Private Attorneys General Act of 2004 or for
18 civil penalties that could have been premised on exhaustion letters filed with the LWDA by
19 Plaintiffs. (collectively, the “Released Claims”). This release is limited to period of time that
20 Class Members were members of the Class during the Class Period (July 29, 2016, to March 26,
21 2021) and PAGA members were employed during the PAGA Period (June 2, 2019 to July 26,
22 2021).

23 11. Except for those claims which cannot be released as a matter of law, upon this Judgment
24 becoming final, and in consideration for their Service Awards, Plaintiffs Dawn Gee, Ian Parks,
25 and Andre Williamson—for themselves only—hereby waive, release, acquit and forever
26 discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances
27 and causes of action, of whatever nature, whether known or unknown, which exist or may exist
28

1 on Plaintiffs' behalf. Plaintiffs have expressly waived and relinquished any and all claims, rights
2 or benefits that they may have under California Civil Code§ 1542.

3 12. The Court finds the settlement payments provided for under the Settlement to be fair and
4 reasonable in light of all of the circumstances. The Court orders the calculations and the
5 payments to be made and administered in accordance with the terms of the Settlement.

6 13. Defendant Signature Retail Services, Inc. shall pay \$965,000.00 ("Gross Settlement
7 Amount") to provide for class members individual settlement payments, the class representative
8 enhancement payments for Plaintiffs, Class Counsel's attorney fees and costs, the Settlement
9 Administrator's fees and expenses, and penalties to the California Labor and Workforce
10 Development Agency and PAGA Members pursuant to Labor Code Section 2698 et seq.
11 Defendants shall fund and the Settlement Administrator shall distribute the Gross Settlement
12 Amount in accordance with the terms of the Agreement.

13 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
14 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
15 amount of \$337,750.00 and attorneys' costs in the amount of \$27,255.97 from the Gross
16 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
17 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
18 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
19 Paragraph shall be administered pursuant to the terms of the Agreement; any allocation of
20 attorneys' fees and costs between and among Class Counsel shall be made by the Settlement
21 Administrator pursuant to a separate and independent agreement between Class Counsel.

22 15. The Court also hereby approves and orders the payment of a service award in the amount
23 of \$15,000.00 each to Plaintiffs Dawn Gee, Ian Parks, and Andre Williamson from the Gross
24 Settlement Amount.

25 16. The Court also hereby approves and orders payment in the amount of \$48,750.00 (75% of
26 \$65,000.00) from the Gross Settlement Amount for PAGA penalties, which shall be made
27 payable to the California Labor Workforce Development Agency; the remaining \$16,250.00
28 (25% of \$65,000.00) shall be distributed to the PAGA Members as set forth in the Agreement.

1 17. The Court also hereby approves and orders payment from the Gross Settlement Amount
2 for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix
3 Settlement Administrators., in the amount of \$7,750.00.

4 18. The Court hereby approves and orders payment of individual settlement payments from
5 the Net Settlement Amount to the Participating Class Members, as set forth in the Agreement.

6 19. The Court also hereby approves and orders that any checks distributed from the Gross
7 Settlement Amount yet remaining un-cashed one hundred and eighty (180) calendar days after
8 being issued shall be void. Following expiration of the check cashing period, the Settlement
9 Administrator will remit these funds to the California State Controller's Office Unclaimed
10 Property Fund in the name of the Class Member who did not negotiate his or her check.

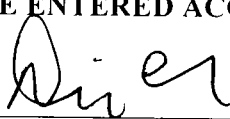
11 20. Provided the Settlement becomes effective under the terms of the Agreement, the Court
12 hereby orders that the deadline for the funding of the settlement and the mailing the Court-
13 approved payments from the Gross Settlement Amount as set forth in the Agreement.

14 21. Without affecting the finality of this Judgment, the Court shall retain continuing
15 jurisdiction over this action and the parties, including all Class Members, and over all matters
16 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
17 California Rule of Court 3.769(h) and California Code of Civil Procedure §664.6. Except as
18 provided herein, any disputes or controversies arising with or with respect to the interpretation,
19 enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

20 22. The Court sets a compliance hearing for 8/15/23, at 9:00 a.m. in Department
21 S26 to confirm the full administration of the settlement. Class Counsel shall submit a compliance
22 report no later than five (5) court days before the date of the hearing, which shall include the
23 total amount of funds paid to the class members pursuant to the settlement.

24
25 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

26
27 DATED: 8/15/23

28 
JUDGE OF THE SUPERIOR COURT
DAVID COHN