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*Attorneys for Plaintiff,*  
STEVE PARROTT

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

STEVE PARROTT, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

Knorr Systems, Int'l, LLC, F.K.A. KNORR  
SYSTEMS, INC., F.K.A. KNORR  
SYSTEMS INT'L, LLC, a Delaware limited  
liability company; KNORR SYSTEMS, INC.,  
a California corporation; KNORR SYSTEMS  
INT'L, LLC, a California limited liability  
company; Playcore Holdings, Inc., a  
Delaware corporation; Playcore Wisconsin,  
Inc., a Wisconsin corporation; Playcore  
company, a business entity of unknown  
nature; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2022-01268047-CU-OE-CXC

*Assigned for All Purposes to: Hon. Lon F.  
Hurwitz, Dept. CX103*

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

Complaint Filed: July 1, 2022

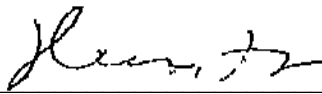
Trial: None

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

2 PLEASE TAKE NOTICE that on March 8, 2024, the Honorable Lon F. Hurwitz, in  
3 Department CX103 in the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana,  
4 California 92701, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**  
5 **A** is a true and correct copy of the Final Order and Judgment which was executed and filed on  
6 March 8, 2024.

7  
8 Dated: March 11, 2024

**PROTECTION LAW GROUP, LLP**

9  
10 By: 

11 Heather Davis  
12 Amir Nayebdadash  
13 D. Luke Clapp  
14 *Attorneys for Plaintiff*  
15 STEVEN PARROTT  
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# EXHIBIT A

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*Attorneys for Plaintiff*

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

STEVE PARROTT, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

Knorr Systems, Int'l, LLC, F.K.A. KNORR  
SYSTEMS, INC., F.K.A. KNORR SYSTEMS  
INT'L, LLC, a Delaware limited liability  
company; KNORR SYSTEMS, INC., a  
California corporation; KNORR SYSTEMS  
INT'L, LLC, a California limited liability  
company; Playcore Holdings, Inc., a Delaware  
corporation; Playcore Wisconsin, Inc., a  
Wisconsin corporation; Playcore company, a  
business entity of unknown nature; and DOES  
1 through 50, inclusive,

Defendants.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**MAR 08 2024**

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

Case No. 30-2022-01268047-CU-OE-CXC

*Assigned for All Purposes to: Hon. Lon F.  
Hurwitz, Dept. CX103*

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

Hearing Date: March 1, 2024  
Hearing Time: 1:30 p.m.  
Dept: CX103

Complaint filed: July 1, 2022  
Trial: None Set

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

2 The above-referenced Action ("Action"), having come before the Court for a hearing and  
3 Final Order Approving Class Action and PAGA Settlement ("Final Order"), consistent with the  
4 Court's Amended Preliminary Approval Order ("Preliminary Approval Order"), and as set forth  
5 in the Joint Stipulation of Class Action and PAGA Settlement and Amendment thereto  
6 ("Agreement"), attached as Exhibits 2 and 3 to the Declaration of Heather Davis in Support of  
7 Plaintiff's Motion for Final Approval (ROA No. 127) and due and adequate notice having been  
8 given to all Class Members as required in the Amended Preliminary Approval Order, and the Court  
9 having considered all papers filed and proceedings conducted herein and otherwise being fully  
10 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND**

11 **DECREED AS FOLLOWS:**

12 1. The Court GRANTS Plaintiff Steve Parrott's ("Plaintiff") Motion for Final  
13 Approval of Class Action and PAGA Settlement.

14 2. All terms used herein shall have the same meaning as defined in the Agreement.

15 3. The term "Class" and "Class Members" shall mean the following: "All current and  
16 former hourly-paid, non-exempt employees of Defendants Knorr Systems, Int'l, LLC, Knorr  
17 Systems, Inc., Playcore Holdings, Inc., and Playcore Wisconsin, Inc. ("Defendants") who  
18 performed work for Defendants in the State of California at any time between July 1, 2018, and  
19 May 4, 2023." The term "Participating Class Member" includes all Class Members who did not  
20 submit a timely and valid Request for Exclusion as provided in the Agreement.

21 4. This Court has jurisdiction over the subject matter of this Action and over all Parties  
22 to this Action, including all Class Members.

23 5. Distribution of the Notice directed to the Class Members as set forth in the  
24 Agreement and the other matters set forth therein have been completed in conformity with the  
25 Preliminary Approval Order, including individual notice to all Class Members who could be  
26 identified through reasonable effort, and the best notice practicable under the circumstances. The  
27 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,  
28 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,

1 and the Notice fully satisfied the requirements of due process. All Class Members and all Released  
2 Claims are covered by and included within the Settlement and this Final Order.

3 6. The Court hereby finds the Settlement was entered into in good faith pursuant to  
4 and within the meaning of California Code of Civil Procedure §877.6. The Court further finds that  
5 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and  
6 applicable requirements for final approval of this class action settlement under California law,  
7 including the provisions of California Code of Civil Procedure §382 and Federal Rule of Civil  
8 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4  
9 Cal.3d 800, 821 (1971).

10 7. The Court hereby approves the Settlement set forth in the Agreement and finds that  
11 the Settlement is in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate  
12 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
13 result of intensive, serious, and non-collusive arms-length negotiations. The Court further finds  
14 that the Parties have conducted extensive investigation and research, and counsel for the Parties  
15 are able to reasonably evaluate their respective positions. The Court also finds that Settlement at  
16 this time will avoid additional substantial costs, as well as avoid the delay and risks that would be  
17 presented by further prosecution of the Action. The Court has reviewed the benefits that are being  
18 granted as part of the Settlement and recognizes the significant value to the Class Members. The  
19 Court also finds that the Class is properly certified as a class for settlement purposes only.

20 8. Upon the complete funding of the Gross Settlement Amount and all applicable  
21 employer-side payroll taxes by Defendants, Plaintiff and all Participating Class Members shall  
22 fully release and discharge the Defendants and their past, present, and/or future officers, directors,  
23 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,  
24 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,  
25 assigns, and joint venturers ("Released Parties") from all claims, rights, demands, liabilities, and  
26 causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged  
27 in the operative complaint in the Action, including factual claims regarding Defendants' alleged:  
28 (i) failure to pay all regular wages, minimum wages, and overtime wages due; (ii) failure to provide

1 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation  
2 in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide  
3 complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or  
4 resignation; (vii) failure to timely pay wages during employment; and (viii) unfair business  
5 practices (“Released Claims”) that arose between July 1, 2018 to May 4, 2023 (“Class Period”).  
6 This release shall be binding on all Participating Class Members.

7 9. Upon the complete funding of the Gross Settlement Amount and all applicable  
8 employer-side payroll taxes by Defendants, the California Labor and Workforce Development  
9 Agency (“LWDA”) and the State of California, through Plaintiff as its agent and/or proxy, shall  
10 release and discharge the Released Parties from all claims under the California Labor Code Private  
11 Attorneys General Act of 2004 for civil penalties that could have been premised on the facts  
12 alleged in either the PAGA Letter to the LWDA or the operative complaint, and which arose  
13 between July 1, 2021 and May 4, 2023 (“PAGA Period”), including but not limited to penalties  
14 that could have been awarded pursuant to Labor Code §§203, 210, 226, 226.3, 558, 1174.5, 1197.1,  
15 and those penalties that could have been awarded pursuant to Labor Code § 2699 based on the  
16 facts alleged. This release shall be binding on all PAGA Members.

17 10. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff Steve  
18 Parrott—on behalf of himself only—shall also generally release and discharge the Released Parties  
19 from any and all Released Class Claims and Released PAGA Claims and also generally release  
20 and discharge the Released Parties from any and all claims, demands, obligations, causes of action,  
21 rights, or liabilities of any kind which have been or could have been asserted against the Released  
22 Parties arising out of or relating to his employment by Defendants or termination thereof, including  
23 but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,  
24 harassment, or wrongful termination of employment. This release specifically includes any and all  
25 claims, demands, obligations, and/or causes of action for damages, restitution, penalties, interest,  
26 and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any  
27 way connected with the matters referred to herein, whether or not known or suspected to exist, and  
28 whether or not specifically or particularly described herein. This general release includes all

1 employment-related and non-employment-related claims, whether known or unknown, arising  
2 during the Class Period. Specifically, Plaintiff waives all rights and benefits afforded by California  
3 Civil Code § 1542, which provides:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
7 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
9 OR RELEASED PARTY.

10 This release specifically excludes claims for unemployment insurance, disability, social  
11 security, and workers' compensation (with the exception of claims arising pursuant to California  
12 Labor Code §§132(a) and 4553.

13 11. Only one (1) Class Member, Paul Pietsch, requested to be excluded from the terms  
14 of the Settlement and is hereby excluded from this order and Judgment. The last date to timely  
15 submit a request for exclusion was December 5, 2023. Accordingly, 83 Participating Class  
16 Members are bound by this Judgment. Further, Mr. Pietsch is bound by the PAGA release set forth  
17 in Paragraph 9, above.

18 12. The Court also hereby finds that there were no written objections to the Settlement.  
19 The last day to submit a written objection to the settlement was December 5, 2023. The Court also  
20 notes there were no objections made at the hearing on Final Approval of the Settlement.

21 13. The Court finds the settlement payments provided for under the Agreement to be  
22 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and  
23 amendments thereto, the Court orders Defendants to fund the Gross Settlement Amount of  
24 \$375,000.00 within fourteen (14) days of the Effective Date to provide payments for the  
25 Class/PAGA Members' individual settlement payments, class representative enhancement  
26 payment for Plaintiff Steve Parrott, Class Counsel's attorney fees and costs, the Settlement  
27 Administrator's fees and expenses, and penalties to the LWDA pursuant to Labor Code §2698 *et*  
28 *seq.* The calculations and the payments shall be made administered in accordance with the terms  
of the Agreement.

1           14. Pursuant to the terms of the Agreement and amendment thereto, and the authorities,  
2 evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel  
3 attorneys' fees in the amount of \$125,000.00 (1/3 of the Gross Settlement Amount) and litigation  
4 costs in the amount of \$12,707.37 from the Gross Settlement Amount as final payment for and  
5 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class  
6 Counsel and any other person or entity related to the Action. The Court further orders that the  
7 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the  
8 terms of the Agreement.

9           15. The Court hereby approves and orders a Class Representative Enhancement  
10 Payment of \$5,000.00 to Plaintiff Steve Parrott from the Gross Settlement Amount in accordance  
11 with the terms of the Settlement Agreement.

12           16. The Court approves and orders the payment in the amount of \$22,500.00 (75% of  
13 \$30,000) from the Gross Settlement Amount to the California Labor Workforce Development  
14 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The  
15 remaining \$7,500.00 (25% of \$30,000) shall be distributed to the PAGA Members as set forth in  
16 the Agreement.

17           17. The Court also hereby approves and orders payment from the Gross Settlement  
18 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
19 ILYM Group, Inc., in the amount of \$6,500.00, as set forth in the Settlement Agreement.

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

22           19. The Court also hereby approves and orders that any checks distributed from the  
23 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar  
24 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
25 California State Controller's Office and be held in trust for such Class Members pursuant to  
26 California Unclaimed Property Law, Civil Code §1500 *et seq.*

1           20.     Provided the Settlement becomes effective under the terms of the Agreement, the  
2 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
3 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

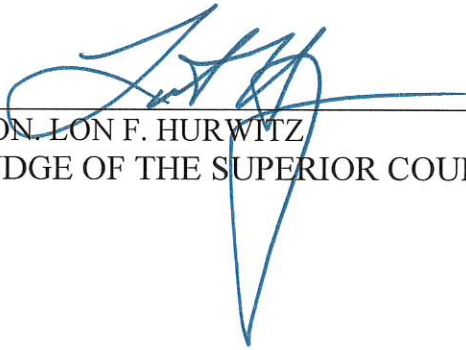
4           21.     Neither the Settlement nor any of the terms set forth in the Agreement is an  
5 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of  
6 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other  
7 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,  
8 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an  
9 admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing,  
10 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations  
11 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
12 an admission or concession with regard to the denials or defenses by Defendant, or any of the other  
13 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,  
14 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the  
15 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or  
16 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or  
17 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records  
18 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*  
19 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

20           22.     Without affecting the finality of this Judgment, the Court shall retain continuing  
21 jurisdiction over this action and the parties, including all Class Members, and over all matters  
22 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
23 California Rule of Court 3.769(h) and California Code of Civil Procedure §664.6. Any disputes  
24 or controversies arising with or with respect to the interpretation, enforcement, or implementation  
25 of the Agreement shall be presented to the Court for resolution.

1  
2 23. A Final Report Hearing regarding the status of settlement distribution is set for  
3 December 19, 2025, at 01:30 p.m. in Department CX-103. Class Counsel shall submit a final  
4 report on the disbursement of the settlement payments on or before December 5, 2025.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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7 DATED: MAR 08 2024

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10 HON. LON F. HURWITZ  
11 JUDGE OF THE SUPERIOR COURT  
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