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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**

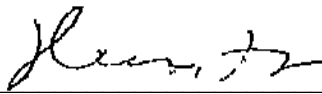
Complaint Filed: July 1, 2022
Trial: None

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.

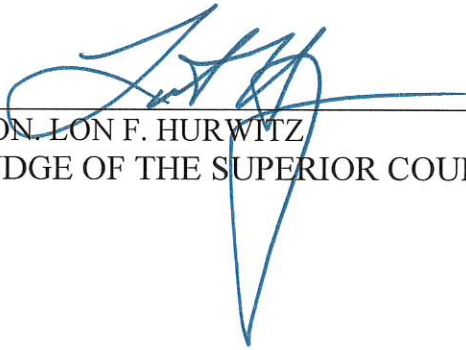
4 21. Neither the Settlement nor any of the terms set forth in the Agreement is an
5 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
6 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
7 Released Parties. 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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