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13 Attorneys for Plaintiff and the Aggrieved Employees

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

15 **FOR THE COUNTY OF SACRAMENTO**

16 KIM MARIE SCHLOSSER, on behalf of
17 herself and all others similarly situated,

18 Plaintiff,

19 v.

20 RETAIL SERVICES WIS CORP, a
21 Delaware Corporation; and DOES 1-50,
22 inclusive.

23 Defendants.

CASE NO.: 23CV002756

Assigned to the Hon. Jill H. Talley, Dept. 23

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Hearing Information:

Date: September 20, 2024

Time: 9:00 a.m.

Dept.: 23

FILED
Superior Court of California
County of Sacramento
09/23/2024
T. Shaddix, Deputy

1 **~~PROPOSED~~ ORDER**

2 This matter having come before the Court on Plaintiff Kim Marie Schlosser's ("Plaintiff")
3 motion for approval of the Parties' Settlement pursuant to California's Private Attorneys General
4 Act, California Labor Code § 2698 *et seq.* ("PAGA"), it is hereby ORDERED:

5 1. This Order incorporates the Private Attorneys General Act Settlement Agreement
6 and Release ("Settlement Agreement") agreed to between Plaintiff, on behalf of herself and the
7 State of California, on the one hand, and Defendant, on the other hand. Unless otherwise provided
8 herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement
9 Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters
10 relating thereto, and over all parties to the Action.

11 2. The Court has considered the nature of the claims, the amount paid in settlement,
12 which is \$893,753.79 ("Gross Settlement Fund"), the allocation of settlement proceeds among the
13 aggrieved employees, and the fact that a settlement represents a compromise of the Parties'
14 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
15 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has
16 been reached as a result of serious and non-collusive, arm's-length negotiations. The Court,
17 therefore, approves the Settlement as set forth in the Settlement Agreement and directs the Parties
18 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

19 3. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
20 to the Labor and Workforce Development Agency fully and adequately complied with the notice
21 requirements of California Labor Code § 2699.

22 4. Upon the Effective Date, the Plaintiff and the PAGA Employees shall be bound by
23 the releases set forth in the Settlement Agreement. Specifically, by operation of this Judgment,
24 Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, release the
25 Released Parties from the Released Claims, further defined below, during the Settlement Period.
26 PAGA Employees may discover facts in addition to those they now know or believe to be true with
27 respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA
28 Employees shall be deemed to have, and by operation of the Settlement Approval order shall have,

1 fully, finally, and forever settled and released any and all of the Released Claims, without regard to
2 the subsequent discovery or existence of such different or additional facts. For that reason, PAGA
3 Employees cannot sue or otherwise make a claim against any of the Released Parties that seek
4 recovery for any of the Released Claims. Released Claims are defined as “all claims for civil
5 penalties under PAGA that were actually alleged or that could have been alleged in the Action by
6 Plaintiff, on behalf of the State of California, herself and the PAGA Employees, based on the facts
7 alleged in the Complaint, including but not limited to: (a) penalties pursuant to Labor Code sections
8 201, 202, 203, 204, 210, 211, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3,
9 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5,
10 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, CCR Title 8 Section 11040
11 (5)(A), (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on
12 behalf of the PAGA Employees; (c) any other remedies, penalties, or interest based on the facts
13 alleged in the Complaint; and (d) all claims that Plaintiff and/or the PAGA Employees may have
14 against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees
15 and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment,
16 taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release
17 of the Released Claims shall be effective as to the defined “Settlement Period”, which is the period
18 from April 4, 2022 through May 30, 2024.

19 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
20 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
21 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of
22 any wrongdoing by the Defendant, or any of the other Released Parties.

23 6. Pursuant to the terms of the Settlement, the Court awards Attorney's Fees to
24 Plaintiff’s Counsel in the total amount of \$297,917.27 or one-third of the Gross Settlement Amount,
25 to be paid out of the Gross Settlement Fund, as final payment for and complete satisfaction of any
26 and all attorney's fees arising out of the Action.

27 7. Pursuant to the terms of the Settlement, the Court awards Attorney's Costs to
28 Plaintiff’s Counsel in the total amount of \$16,253.08, to be paid out of the Gross Settlement Fund,

1 as final payment for and complete satisfaction of any and all attorney's costs arising out of the
2 Action.

3 8. The Court appoints ILYM Group, Inc.. to serve as the Settlement Administrator.
4 Furthermore, pursuant to the terms of the Settlement, the Court awards fees to ILYM in the amount
5 of \$6,650 as compensation for its fees and costs in administering this Settlement. This amount is to
6 be paid out of the Gross Settlement Fund.

7 9. Pursuant to the terms of the Settlement Agreement, the Net Settlement Fund shall be
8 allocated as follows: seventy-five percent (75%) of the Net Settlement Fund, will be paid to the
9 LWDA, and the remaining twenty-five percent (25%), will be paid to all PAGA Employees
10 allocated pursuant to the method set forth in the Settlement Agreement for calculating Individual
11 Settlement Payments.

12 10. Defendant will not be required to pay any additional amounts in connection with the
13 Settlement other than those amounts specifically set forth in the Settlement Agreement and this
14 Order.

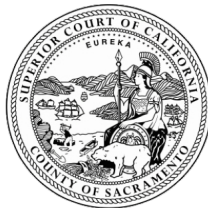
15 11. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
16 purposes of supervising the implementation, enforcement, construction, administration, and
17 interpretation of the Settlement Agreement and this Judgment.

18 12. The Court hereby enters judgment of the entire Action, with prejudice, for the
19 reasons set forth above and upon the terms set forth in the Settlement Agreement.

20 13. This Judgment is intended to be a final disposition of the above-captioned action in
21 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
22 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

23 **IT IS SO ORDERED.**

24
25 DATED: 09/23/2024



Jill Talley

HON. LAURI A. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT