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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GEROSKA GAY, PATRICIA YOUNG,
PHILIP JACKSON, and VANESSA
MARTINEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PREMIUM RETAIL SERVICES, LLC., a
Delaware limited liability company;
PREMIUM RETAIL SERVICES, INC., a
Delaware corporation; EZAT RAHIMI, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: C23-2216

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING AMENDED
CLASS ACTION AND PAGA
SETTLEMENT**

**Honorable Benjamin T. Reyes, II
Department 16**

This matter came on for hearing on July 22, 2026 at 9:00 a.m. in Department 16 of the above-captioned court on Plaintiffs' Motion for Final Approval of a Class Action Settlement pursuant to Code of Civil Procedure Section 382, as set forth in the Amended Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") filed herewith which provides for a Gross Settlement Amount ("GSA") of \$3,000,000.00 in compromise of all disputed claims on behalf of all individuals employed by Defendant Premium Retail Services, LLC ("Defendant")

1 as non-exempt, hourly employees who fall under Defendant's Representative job classification in
2 California at any time between June 13, 2022 and September 26, 2024 ("Settlement Class"). All
3 capitalized terms used herein shall have the same meaning as defined in the Settlement.

4 In accordance with the Court's prior Order Granting Preliminary Approval the Amended
5 Class Action Settlement, Class Members have been given notice of the terms of the Settlement and
6 the opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
7 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
8 and the evidence and argument received by the Court in conjunction with the motions for
9 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
10 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
11 DETERMINATIONS:

12 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
13 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
14 Approval of Class Action Settlement dated November 19, 2025, the Class Notice was sent to each
15 Class Member by First Class U.S. mail. The Class Notice informed Class Members of the terms of
16 the Settlement, their right to receive their proportional share of the Settlement, their right to request
17 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
18 person or by counsel at the final approval hearing and be heard regarding final approval of the
19 Settlement. Adequate periods of time were provided by each of these procedures. No member of
20 the Settlement Class presented written objections to the proposed Settlement as part of this notice
21 process, stated an intention to appear, or actually appeared at the final approval hearing.

22 2. For purposes of this Final Order and Judgment, the Class Members are all
23 individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant's
24 Representative job classification in California at any time between June 13, 2022 and September
25 26, 2024.

26 3. The Court finds and determines that the notice procedure afforded adequate
27 protections to Class Members and provides the basis for the Court to make an informed decision
28

1 regarding final approval of the Settlement based on the responses of Class Members. The Court
2 finds and determines that the notice provided in this case was the best notice practicable, which
3 satisfied the requirements of law and due process as to all persons entitled to such notice. Upon the
4 Effective Date and full funding of the Gross Settlement Amount plus employer's share of payroll
5 taxes, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties
6 as follows:

7 **Release by Plaintiffs.** Plaintiffs and their respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release
9 and discharge Released Parties from all claims, actions, charges, complaints, grievances and causes
10 of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs'
11 behalf as of the date of Settlement, including, but not limited to, any and all tort claims, contract
12 claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy
13 claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
14 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
15 all claims arising under any federal, state or other governmental statute, law, regulation or
16 ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act
17 (FLSA), the California Labor Code, the Wage Orders of California's Industrial Welfare
18 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
19 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
20 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
21 California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
22 Protection Act, California Business & Professions Code §§17200 *et seq.*, and any and all claims
23 arising under any federal, state or other governmental statute, law, regulation or ordinance.
24 Plaintiffs' Release does not extend to any claims or actions to enforce the Settlement, or to any
25 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
26 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
27 Period.

1 **Participating Class Members.** Participating Class Members release the Released Parties
2 of all class claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties,
3 rights or liabilities, factual or legal theories, of any nature and description whatsoever, whether
4 known or unknown, that were asserted in the Actions, and any claims which reasonably flow from
5 the facts alleged in the Actions, including but not limited to Labor Code sections 200, 201, 201.3,
6 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 245, *et*
7 *seq.*, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1,
8 1198, 1199, 2698, *et seq.*, 2751, 2800 and 2802, and the applicable IWC Wage Orders, and claims
9 under Business and Professions Code sections 17200, *et seq.*, claims for attorneys' fees and costs,
10 and unfair business practices. Released Claims include all claimed or unclaimed compensatory,
11 consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive or equitable
12 relief, and any other remedies available at law or equity, allegedly owed or available to the
13 Participating Class Members arising or reasonably flowing from the allegations contained in the
14 Actions, against the Released Parties for the time period June 28, 2019 through September 26,
15 2024. This release will not take effect until Defendant has paid the Gross Settlement Amount in
16 full per the Settlement.

17 **PAGA Release.** The California Labor Workforce and Development Agency, and any
18 persons purporting to act on its behalf, including Plaintiffs and all Aggrieved Employees, release
19 the Released Parties, for any and all civil penalties pursuant to PAGA, whether known or unknown,
20 including any and all claims, causes of action, and factual or legal theories that were alleged in the
21 Action, or reasonably could have been alleged based on the facts and legal theories of the Action,
22 including but not limited to the Released Class Claims during the PAGA Period.

23 4. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
25 provisions of the Settlement, including the release of claims contained therein, should be and
26 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
27 according to its terms. As of the Effective Date of Settlement, and for the duration of the Settlement
28

1 Class Period, all Participating Class Members are hereby deemed to have waived and released all
2 Released Claims and are forever barred and enjoined from prosecuting the Released Claims against
3 the Released Parties as fully set forth in the Settlement. No objections were received by the Parties
4 or the Court through the date of this Final Order and Judgment. The Court finds that out of 4,412
5 Class Member(s) - zero - submitted a request for exclusion from the Settlement as determined by
6 the Administrator.

7 5. The Court finds and determines that (a) the Settlement Awards to be paid to
8 Participating Class Members and (b) the PAGA payments as civil penalties under the California
9 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
10 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
11 final approval to, and orders the payment of, those amounts be made to the Participating Class
12 Members, Aggrieved Employees, and to the California Labor & Workforce Development Agency
13 (“LWDA”), in accordance with the terms of the Settlement.

14 6. The Court further grants final approval to and orders that the following payments
15 be made in accordance with the terms of the Settlement:

16 a. Class Counsel attorneys’ fees of \$1,000,000, plus Class Counsel’s actual
17 litigation costs, which presently are \$61,693.53, and are not to exceed \$65,000.00. The Settlement
18 Administrator shall retain five percent (5%) of Class Counsel’s attorneys’ fee award pending the
19 Court’s finding of satisfactory compliance at the Compliance Hearing, which shall be take place
20 after the Settlement has been completely implemented and no later than one (1) year from the date
21 of the Final Approval hearing (i.e., no later than July 22, 2027).

22 b. \$40,000.00 as Class Representative Service Payments payable to Plaintiffs
23 as follows: (1) \$10,000.00 to Patricia Young; (2) \$10,000.00 to Philip Jackson; (3) \$10,000.00 to
24 Geroska Gay; and (4) \$10,000.00 to Vanessa Martinez.

25 c. \$34,990.00 in costs of the Administrator payable to Apex Class Action for
26 its services as the Administrator; and

27 d. Payment of \$112,500.00 (75% of the (\$150,000 PAGA penalty) to the
28

1 LWDA.

2 7. The settlement shall proceed as directed in the Settlement, and no payments
3 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
4 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of
5 all matters relating to the interpretation, administration, implementation, effectuation and
6 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
7 Court 3.769(h).

8 8. Within twenty (20) calendar days of the Effective Date, Defendant shall transmit the
9 Gross Settlement Amount to the Administrator and the employer's share of payroll taxes due on the
10 portion of the Individual Class Payments that is allocated as a Wage Portion to the Administrator.
11 Within two (2) business days of receipt of the Gross Settlement Amount, the Administrator will
12 transfer the Gross Settlement Amount into a Qualified Settlement Fund ("QSF"), with all interest
13 going to the benefit of the Class.

14 9. Within twenty (20) calendar days after funding of the Gross Settlement Amount, the
15 Administrator will cause to be distributed all Individual Class Payments, all Individual PAGA
16 Payments, the PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
17 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
18 Payments.

19 10. Other than its employer side payroll taxes, Defendant's payment of the Gross
20 Settlement Amount shall be the sole financial obligation of Defendant under the Settlement and
21 shall be in full satisfaction of all claims released herein, including, without limitation, all claims
22 for wages, penalties, interest, attorneys' fees, costs and expenses.

23 11. Participating Class Members shall have one hundred and eighty (180) days from the
24 date of the check's issuance to cash their Settlement Award check. After the expiration of the 180-
25 day period, on Defendant's behalf, the Administrator shall remit any amounts from voided
26 settlement checks and otherwise unclaimed, to the California Controller's Unclaimed Property
27 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
28

requirements of Code of Civil Procedure section 384, subd. (b).

12. Nothing in this Final Order and Judgment shall preclude any action to enforce the Parties' obligations under the Settlement or hereunder, including the requirement that Defendant deposit the Gross Settlement Amount and employers' share of payroll taxes for distribution by the Administrator to Participating Class Members in accordance with the Settlement.

13. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final Order and Judgment.

14. The Parties are hereby ordered to comply with the terms of the Settlement.

15. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement and this Final Order and Judgment.

16. The Settlement is not an admission by Defendant nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and Judgment, the Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendant, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

17. Class Counsel shall schedule a compliance hearing with the Clerk of the Court to take place after the Settlement has been completely implemented and no later than one (1) year

1 from the date of the Final Approval hearing (i.e., no later than July 22, 2027), and shall submit a
2 compliance statement to the Court no later than one (1) week before the Compliance Hearing Date.
3 The Settlement Administrator shall retain five percent (5%) of Class Counsel's attorneys' fee award
4 pending the Court's finding of satisfactory compliance at the Compliance Hearing.

5 18. This document shall constitute a Judgment.

6 19. A copy of the Court's Tentative Ruling on Plaintiffs' Motion for Final Approval of
7 Class Action and PAGA Settlement is attached hereto as Exhibit A and incorporated herein by
8 reference.

9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

10 8/4/2026


Hon. Benjamin T. Reyes II

11 _____
12 DATE

Honorable Benjamin T. Reyes, II
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Superior Court of California, Contra Costa County

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Court Executive Officer

MINUTE ORDER

GEROSKA GAY VS. PREMIUM RETAIL SERVICES, INC.

C23-02216

HEARING DATE: 07/22/2026

PROCEEDINGS: *HEARING ON MOTION IN RE: FINAL APPROVAL SET BY THE COURTROOM

DEPARTMENT 16
JUDICIAL OFFICER: BARRY P GOODE

CLERK: ELLEN ROMERO
COURT REPORTER: NOT REPORTED

JOURNAL ENTRIES:

No appearances by either party.

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court and stands as follows:

Summary

Plaintiffs Geroksa Gay, Patricia Young, Philip Jackson and Vanessa Martinez, ("Plaintiffs") individually and on behalf of all others similarly situated, seek approval of a class and representative action settlement agreement with Defendants Premium retail Services, LLC, et. al., Premium Retail Services, Inc., and Ezat Rahimi, et. al. (Premium). This motion is unopposed and is **granted** as set forth herein. No appearance is required at the hearing on July 22, 2026.

Background and Settlement Terms

This settlement arises from three related actions filed by Plaintiffs against Premium, alleging that Premium unlawfully failed to reimburse business expenses and pay all wages due to non-exempt, hourly employees in the "Representative" job classification in California, including overtime, vacation, sick pay, commissions, premium wages for missed meal and rest breaks, and waiting time penalties, and issued inaccurate wage statements in violation of the California Labor Code. The cases were initially filed separately between June and September 2023 in Contra Costa County Superior Court (Case No. C23-1599), the Southern District of California (Case No. 3:23-CV-01515), and Santa Clara County Superior Court, and were subsequently consolidated through stipulation of the Parties. See generally Piazza Decl., Exhibit A (Settlement Agreement).

Prior to commencing the actions under the Private Attorneys General Act ("PAGA"), Plaintiffs provided written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendant of the specific Labor Code provisions alleged to have been violated; the LWDA did not provide notice of its intent to investigate. Plaintiffs therefore became authorized to commence civil actions to recover civil penalties under PAGA on behalf of the State of California and Aggrieved Employees. Piazza Decl. ¶ 19. The Settlement Class is defined as all non-exempt, hourly employees who fall under Defendant's Representative job classification in California from June 13, 2022, through September 26, 2024, comprising approximately 4,412 employees. Agreement ¶ 1.1.

Following extensive informal discovery, including Defendant's production of voluminous electronic and hard-copy time data, pay data, GPS coordinates, class size and workweek information, and hourly rates, the Parties engaged independent economic experts and performed detailed damages analyses over

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several months. Piazza Decl. ¶ 23. On September 26, 2024, the Parties participated in a full-day mediation with respected wage and hour mediator Michael E. Dickstein, Esq., followed by protracted arm's-length negotiations, culminating in the execution of a long-form Settlement Agreement on April 28, 2025.

The Court preliminarily approved the Settlement on November 19, 2025, following a modification regarding unclaimed funds, which shall be transmitted to the California Controller's Unclaimed Property Fund pursuant to Code of Civil Procedure section 384(b). Piazza Decl. ¶¶ 29, 76. The Settlement Administrator, Apex Class Action, mailed the Class Notice to 4,412 Settlement Class Members on December 18, 2025, advising them of their right to object, request exclusion, and appear at the Final Approval Hearing. Nava Decl. ¶¶ 4, 9, Exhibit A. Apex performed skip-tracing for 434 returned notices, successfully locating updated addresses for 267 individuals, resulting in successful delivery to approximately 96.21% of the Class. Nava Decl. ¶ 10. As of the Response Deadline, the Settlement Administrator received zero objections and zero requests for exclusion from the Settlement. Nava Decl. ¶¶ 11–12.

The Settlement provides for a non-reversionary Gross Settlement Amount of \$3,000,000.00, to be funded by Defendant within twenty calendar days after the Effective Date. Agreement ¶¶ 1.22, 4.3. From the Gross Settlement Amount, the Settlement deducts: (1) attorneys' fees of \$1,000,000.00 (one-third of the Gross Settlement Amount); (2) litigation expenses not to exceed \$65,000.00 (currently totaling \$61,693.53); (3) Class Representative Service Payments of \$10,000.00 to each Named Plaintiff (\$40,000.00 total); (4) Settlement Administration Costs of \$34,990.00 to Apex Class Action; and (5) PAGA Penalties of \$150,000.00. Agreement ¶ 3.2.2; Piazza Decl. ¶ 76, Exhibit 1; Bibiyan Decl. ¶ 16, Exhibit 3; Kim Decl. ¶ 24, Exhibit 4. Defendant has agreed to pay the employer's share of payroll taxes separately. Agreement ¶ 1.22.

The Net Settlement Amount available for distribution to Participating Class Members totals approximately \$1,747,500.00. Participating Class Members shall receive pro rata payments based on the number of workweeks worked during the Class Period, with each workweek equal to one settlement share. Agreement ¶¶ 1.42, 3.2.4. Of the \$150,000.00 allocated for PAGA Penalties, seventy-five percent (\$112,500.00) shall be paid to the LWDA, and twenty-five percent (\$37,500.00) shall be distributed to Aggrieved Employees (those Class Members who had at least one PAGA Pay Period) as pro rata shares based on the number of PAGA Pay Periods worked during the PAGA Period. Agreement ¶¶ 1.36, 3.2.7. Upon the Effective Date, Named Plaintiffs shall release all claims outlined in Paragraph 6.1 of the Settlement Agreement; Participating Class Members who are not Aggrieved Employees shall release claims per Paragraph 6.2; and Participating Class Members who are also Aggrieved Employees shall release claims per Paragraph 6.3. Agreement ¶ 6. The Settlement has been well-received by the Class, with no objections or exclusions received, and represents a fair, reasonable, and adequate resolution of the claims considering the risks of litigation and the substantial relief obtained for the Class.

Analysis

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim*

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Arena Mgmt., LLC, supra, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, \$1,000,000.00, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

Counsel prepared a lodestar fee estimate, estimating \$705,269.50, based on 1,007.6 hours, at rates between \$485-935 per hour. This results in an imputed multiplier of 1.42. The Court finds that the proposed fees are reasonable, given the risks inherent in these representative actions. Litigation costs not to exceed \$65,000 are reasonable and are approved. Settlement administration costs not to exceed \$34,990.00 are reasonable and are approved.

The requested representative payment of \$10,000 for each representative plaintiff is reviewed now, under the criteria for evaluation of representative payment requests discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. Considering all of the factors, particularly the size of the settlement, the full requested payment is approved.

Ruling

1. The Court finds that the settlement is fair, reasonable, and adequate.
2. The motion is **granted**.
3. Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order, attaching a copy of this ruling.
4. The judgment should identify the individual class member who is excluded, so that if they ever bring a claim, it can easily be determined that they are not bound by the

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settlement. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented.

5. **Plaintiffs' counsel is ordered to schedule a compliance hearing with the clerk of the court** no later than one year from the date of this hearing, and is ordered to submit a compliance statement one week before the compliance hearing date.

6. Five percent (5%) of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

No appearance is required at the hearing on July 22, 2026.

DATE: 7/22/2026

BY: /s/E. Romero

E. ROMERO, DEPUTY CLERK