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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

KENTON SAMUELS on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

WIS INTERNATIONAL, INC.; CHI
MANAGEMENT GROUP LP;
CROSSMARK, INC.; and DOES 1-100,

Defendants.

Case No. 23CV012186
(Consolidated with Case No. 24CV00311)

*[Assigned for all purposes to the
Honorable Jill Talley; Dept. 8A]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF KENTON
SAMUELS’ MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: August 28, 2026
Time: 9:00 a.m.

Date Filed: November 22, 2023
Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion for Final Approval") came before this Court, the Honorable Jill Talley, presiding, on August 28, 2026. The Court having considered the papers submitted in support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. All terms used herein shall have the same meaning as defined in the Parties' Joint Stipulation to Settle Class and PAGA Claims ("Settlement Agreement") and the Order Granting Plaintiff Kenton Samuel's Motion for Preliminary Approval of Class Action and PAGA Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date ("Preliminary Approval Order").

2. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include all current and former non-exempt California employees of Retail Services WIS Corp., dba WIS International, Crossmark, Inc. and CHI Management Group, LP ("Defendants") who worked in California at any time from November 22, 2019, through June 7, 2025 ("Class" or "Class Members").

3. The "PAGA Employees" are defined to include all current and former non-exempt California employees of Defendants who worked in California at any time from November 6, 2022, through June 7, 2025.

4. The Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the proceeding.

5. The Notice of Proposed Class and Representative Action Settlement ("Class Notice") was mailed by first-class U.S. mail to all Class Members in English and Spanish. The Class Notice informed the Class of the material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of their right to comment upon or object to the settlement and to appear in person or

1 through counsel at the Final Approval Hearing and of the date set for the Final Approval Hearing.
2 Adequate periods of time were provided by each of these procedures.

3 6. In response to the Class Notice, no member of the Class submitted a written
4 objection to the settlement or stated an intention to appear at the Final Approval Hearing. Five
5 members of the Class requested to be excluded from the settlement. Their names are Teneedsha
6 Hendrix, Susana Aldaz, Christopher Henderson, Ken Kakutani, and Paul Rosenberg, and they are
7 not covered by this settlement. No member of the Class submitted a dispute regarding the number
8 of workweeks credited to him/her.

9 7. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the settlement based on the Class Members' response. The Court finds and
12 determines that the Class Notice was the best notice practicable under the circumstances and
13 satisfied the requirements of law and due process and that, even if a Class Member did not receive
14 the notice that was sent to the Class Member in accordance with the Settlement Agreement, the
15 Class Member is covered by the settlement.

16 8. The Court further finds and determines that the terms of the settlement are fair,
17 reasonable, and adequate to the Class and to each Class Member.

18 9. Pursuant to California law, the Court hereby grants final approval of the settlement.
19 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-
20 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
21 conducted extensive investigation, research, and discovery and that their attorneys were able to
22 reasonably evaluate their respective positions. The Court also finds that settlement will enable the
23 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if
24 the Parties were to continue to litigate the case. The Court has considered the absence of objections
25 to and low number of requests for exclusion from the settlement, reviewed the monetary recovery
26 provided as part of the settlement, and recognizes the significant value accorded to the Class.
27 Accordingly, the Court hereby approves the terms set forth in the Settlement Agreement and finds
28 that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to

1 effectuate the settlement according to its terms.

2 10. A full opportunity has been afforded to the Class Members to participate in the
3 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
4 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
5 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
6 timely and valid request for exclusion from the settlement to the Settlement Administrator
7 (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final
8 Approval of Class and PAGA Action Settlement (“Final Approval Order and Judgment”).

9 11. In exchange for a portion of the Net Settlement Amount, upon the date that the
10 settlement funds are paid in full by Defendants, all Participating Class Members shall be deemed
11 and are deemed to have conclusively released and forever discharged the Released Parties from
12 the Released Class Claims, as defined in the Settlement Agreement.

13 12. In exchange for a portion of the PAGA Payment, upon the date that the settlement
14 funds are paid in full by Defendants, all PAGA Employees shall be deemed and are deemed to
15 have conclusively released and forever discharged the Released Parties from the Released PAGA
16 Claims, as defined in the Settlement Agreement.

17 13. The Court hereby confirms David Mara, Jill Vecchi, and Carter Cordura of Mara
18 Law Firm, PC, as Class Counsel in this action.

19 14. The Court hereby confirms Plaintiff Kenton Samuels as the Class Representative
20 in this action.

21 15. The Court finds and determines that the Individual Class Settlement Shares
22 provided for by the terms of the Settlement Agreement to be paid to the Participating Class
23 Members are fair and reasonable. The Court hereby gives final approval to and orders the payment
24 of those amounts be made to the Participating Class Members in accordance with the terms of the
25 Settlement Agreement.

26 16. The Court finds and determines the Class Representative Service Award in the sum
27 of \$15,000 to Plaintiff Kenton Samuels is fair and reasonable. The Court hereby orders the
28 Settlement Administrator to make the payment to the Plaintiff/Class Representative Kenton

Samuels in the amount of \$15,000 for the Class Representative Service Award in accordance with the terms of the Settlement Agreement.

17. The Court finds and determines that the payment to the Settlement Administrator, Apex Class Action, LLC, in the sum of \$59,995 for its fee and expenses incurred and to be incurred for the notice and settlement administration process is fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to itself in the amount of \$59,995 for Administration Costs in accordance with the terms of the Settlement Agreement.

18. Pursuant to the terms of the settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of \$2,122,875 and a Cost Award of \$23,415.11 to Class Counsel. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class Counsel in the amount of \$2,122,875 for attorneys' fees and \$23,415.11 for litigation expenses in accordance with the terms of the Settlement Agreement.

19. The Court finds and determines that the payment to the Labor and Workforce Development Agency ("LWDA"), in the sum of \$300,000 (which is 75% of the \$400,000 allocated to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of \$300,000 for the PAGA payment in accordance with the terms of the Settlement Agreement. The Court orders that the remaining amount of \$100,000 be distributed to PAGA Employees in accordance with the terms of the Settlement Agreement.

20. Neither Defendants nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, Defendants shall not be liable for more than the agreed upon Maximum Settlement Amount.

21. The Court finds and determines that the release contained in the Settlement Agreement is appropriate and shall bind all Participating Class Members.

22. Nothing in this Final Approval Order and Judgment shall preclude any action to

1 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
2 Approval Order and Judgment, including the requirement that Defendants make payments to
3 Participating Class Members in accordance with the Settlement Agreement.

4 23. The Court finds and determines that nothing in the Settlement Agreement or this
5 Final Approval Order and Judgment is intended or will be construed as an admission of liability
6 or wrongdoing by Defendants.

7 24. The Court hereby enters final judgment in this action in accordance with the terms
8 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
9 Judgment.

10 25. A settlement compliance hearing will be set for August 6, 2027, at 10:30 a.m. A
11 declaration from the settlement administrator must be filed at least 15 days prior to the compliance
12 hearing.

13 26. The Parties shall bear their own costs and attorneys' fees except as otherwise
14 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

15 27. Without affecting the finality of this Final Approval Order and Judgment in any
16 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
17 implementation, effectuation and enforcement of this order and the Settlement.

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JUDGMENT

28. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577,904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Settlement Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement. The Court, pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

Dated:

Honorable Jill Talley
Superior Court Judge