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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GEORGE AUSTIN THOMAS, individually,
and on behalf of other members of the
general public similarly situated;

Plaintiff,

v.

REISS (RETAIL) LIMITED, a United
Kingdom corporation; and DOES 1 through
100, Inclusive,

Defendants.

Case No.: 24STCV27146

[PROPOSED] JUDGMENT

Date: July 6, 2026

Time: 10:00 a.m.

Judge: Hon. Samantha Jessner

Dept.: 7

1 **LAWYERS *for* JUSTICE, P.C.**

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1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative Service
3 Award duly came on for hearing on July 6, 2026, before the above-entitled Court. Defendant Reiss
4 (Retail) Limited ("Defendant") denies any and all alleged wrongdoing, and denies any liability to
5 the Plaintiff or to members of the putative class. The parties having settled this action and the
6 Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA
7 Settlement and good cause appearing therefor,

8 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

9 1. The certification of the Class is confirmed for the purposes of settlement. The Class
10 is defined as "All current and former hourly-paid or non-exempt employees who worked for
11 Defendant Reiss (Retail) Limited within the State of California at any time during the period
12 beginning on October 16, 2020, through October 1, 2025 (the "Class Period")."

13 2. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 3. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 4. The Participating Class is hereby defined to include:

23 "All current and former hourly-paid or non-exempt employees who worked for Defendant
24 Reiss (Retail) Limited within the State of California at any time during the period
25 beginning on October 16, 2020, through October 1, 2025 (the "Class Period") who did not
26 submit a valid and timely Request for Exclusion from the Settlement.

1 5. There are 263 members of the Class. Every person in the Class who did not opt out
2 is a Participating Class Member. After providing Notice to the Class, there were zero opt outs to
3 the Settlement.

4 6. “Aggrieved Employee” is hereby defined to include:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant
6 in California at any time during the period beginning on August 12, 2023, through October
7 1, 2025.

8 7. The “Released Parties” means Defendant and each of its former and present
9 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
10 subsidiaries, and affiliates.

11 8. The “Released Class Claims” are defined as all class claims alleged, or that
12 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
13 Actions which occurred during the Class Period, and expressly excluding all other claims,
14 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
15 social security, workers' compensation, and class claims outside of the Class Period.

16 9. The “Released PAGA Claims” are defined as all PAGA claims and penalties
17 alleged, or that reasonably could have been alleged based on the facts alleged, in the Operative
18 Complaint in the Actions and Plaintiffs PAGA Notice to the LWDA which occurred during the
19 PAGA Period (August 12, 2023, through October 1, 2025), and expressly excluding all other
20 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
21 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

22 10. “Effective Date” means the date by when both of the following have occurred: (a)
23 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
24 Judgment is final.

25 11. This “Judgment” is intended to be a final disposition of the above captioned action
26 in its entirety, and is intended to be immediately appealable.

27 12. This Court hereby grants final approval and awards the following: (i) One Hundred
28 Thirty-Five Thousand Four Hundred Fifteen Dollars and Sixteen Cents (\$135,415.16) as the Class

1 Counsel Award, comprised of One Hundred Nineteen Thousand Seven Hundred Dollars and Zero
2 Cents \$119,700.00 for Attorneys' Fees, and Fifteen Thousand Seven Hundred Fifteen Dollars and
3 Sixteen Cents (\$15,715.16) for Attorneys' Expenses; (ii) the Class Representative Service Award
4 to Class Representative, George Austin Thomas, in the amount of Ten Thousand Dollars and Zero
5 Cents (\$10,000.00); (iii) Settlement Administration Costs of Six Thousand Two Hundred Twenty-
6 Five Dollars and Zero Cents to Apex Class Action, LLC; (iv) Thirteen Thousand Dollars and Zero
7 Cents (\$13,000.00) (65% of the PAGA Payment) to the Labor and Workforce Development
8 Agency ("LWDA Payment"); and Seven Thousand Dollars and Zero Cents (\$7,000.00) (35% of
9 the PAGA Payment) allocated to the Individual PAGA Payments.

10 13. Plaintiff shall give notice of this Judgment to the Labor and Workforce
11 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
12 California Labor Code section 2699(s)(3).

13 14. Upon the Effective Date, the Plaintiff and all members of the Participating Class
14 shall have, by operation of this Order and the accompanying Judgment, fully, finally and forever
15 released, relinquished, and discharged "Released Parties" from all "Released Class Claims." Upon
16 the Effective Date, all members of the Participating Class shall be and are hereby permanently
17 barred and enjoined from the institution or prosecution of any and all of the claims released under
18 the terms of the Settlement.

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1 15. Upon the Effective Date, the Plaintiff, all Aggrieved Employees and LWDA shall
2 have, by operation of this Order and the accompanying Judgment, fully, finally and forever
3 released, relinquished, and discharged “Released Parties” from the “Released PAGA Claims.”
4 Upon the Effective Date, all Aggrieved Employees shall be and are hereby permanently barred
5 and enjoined from the institution or prosecution of any and all of the claims released under the
6 terms of the Settlement.

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8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
9 **ORDERED.**

10 DATED: _____, 2026
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14 Hon. Samantha Jessner
15 JUDGE OF THE SUPERIOR COURT
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