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Attorneys for PLAINTIFF

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,

Defendant.

Case No: 24STCV27146

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 4, 2026

Time: 10:00 a.m.

Judge: Hon. Samantha Jessner

Dept.: 7

1 This matter having come before the Honorable Samantha Jessner of the Superior Court of the
2 State of California, in and for the County of Los Angeles, at 10:00 a.m. on March 4, 2026, or as soon
3 thereafter as counsel may be heard, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC,
4 Shani O. Zakay, Esq., of the Zakay Law Group, APLC, and Arby Aiwarzian, Esq., of Lawyers for
5 Justice, PC, as counsel for Plaintiff George Austin Thomas ("Plaintiff"), and Kimberly A. Cole, Esq.,
6 and Megan S. Shaked, Esq., of Conn Maciel Carey LLP, appearing for Defendant Reiss (Retail)
7 Limited (hereinafter "Defendant"). The Court, having carefully considered the briefs, argument of
8 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
9 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached to the
13 Declaration of Jean-Claude Lapuyade as Exhibit 1. This is based on the Court's determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Three Hundred Forty-Two Thousand Five Hundred Dollars and Zero Cents
20 (\$342,500.00). It appears to the Court on a preliminary basis that the settlement amount and terms are
21 fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of
22 further litigation relating to certification, liability, and damages issues. It further appears that
23 investigation and research have been conducted such that counsel for the Parties are able to reasonably
24 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
25 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
26 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
27 the result of intensive, serious, and non-collusive arms-length negotiations.

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1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks the Class Counsel Award in the amount of up to thirty-five percent (35%)
8 of the Gross Settlement Amount, plus litigation costs in an amount not to exceed Thirty Thousand
9 Dollars and Zero Cents (\$30,000.00), and proposed Class Representative Service Award to the Class
10 Representative, George Austin Thomas, in an amount not to exceed Ten Thousand Dollars and Zero
11 Cents (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will
12 not approve the Class Counsel Award or Class Representative Service Award until the Final Approval
13 Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 All current and former hourly-paid or non-exempt employees who worked
19 for Defendant within the State of California at any time during the period
20 beginning on October 16, 2020, through October 1, 2025. (“Class Period.”)

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common
24 questions of law and fact predominate, and there is a well-defined community of interest amongst the
25 Class Members with respect to the subject matter of the litigation; (c) the claims of the Class
26 Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly
27 and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints Plaintiff George Austin Thomas as the representative
4 of the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
6 Shani O. Zakay, Esq., of Zakay Law Group, APLC, and Arby Aiwarzian, Esq., Joanna Ghosh, Esq.,
7 Brian J. St. John, Esq., and Maria Halwadjian, Esq. of Lawyers *for* Justice, PC, as Class Counsel for
8 the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
10 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
11 Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class
12 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
13 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
14 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
15 that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement
16 and this Order meets the requirements of due process, is the most reasonable notice under the
17 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the
19 Agreement.

20 11. The Court hereby appoints Apex Class Action LLC, as the Administrator. Not later than
21 fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will
22 simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel
23 spreadsheet, including information regarding Class Members that Defendant will in good faith compile
24 from its records, including each Class Member’s full name, last-known address, Social Security
25 number, start dates and end dates of employment, and any other information the Administrator deems
26 necessary to accurately calculate the number of Workweeks and Pay Periods worked by each Class
27 Member and Aggrieved Employee during the Class Period and PAGA Period. No later than fourteen
28 (14) calendar days after receiving the Class Data from Defendant, the Administrator shall mail copies

1 of the Class Notice to all Class Members via first class U.S. Mail.

2 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
3 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
4 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
5 the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or
6 received by the Response Deadline which is forty-five (45) calendar days after the Administrator mails
7 the Class Notices to Class Members or, in the case of re-mailed Class Notice, not more than fourteen
8 (14) days after the original Response Deadline. Any such person who chooses to opt out of and be
9 excluded from the Class Action portion of the Settlement will not be entitled to an Individual Class
10 Payment under the Settlement and will not be bound by the Class Action portion of the Settlement, or
11 have any right to object, appeal or comment thereon. Class Members who have not requested exclusion
12 shall be bound by all determinations of the Court, the Agreement, and Judgment.

13 13. Any Class Member who has not opted out may appear at the Final Approval Hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
17 from the date the Administrator mails the Class Notice to postmark their written objections to the
18 Administrator.

19 14. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA
20 Settlement and Plaintiff's Motion for Class Counsel Award and Service Award shall be held before this
21 Court on _____ at _____ AM/PM in Department 7
22 of the Los Angeles County Superior Court to determine all necessary matters concerning the
23 Settlement, including: whether the proposed settlement of the Action on the terms and conditions
24 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the
25 Court; whether an Order Granting Final Approval should be entered herein; whether the plan of
26 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;
27 and to finally approve the Class Counsel Award, Class Representative Service Award, and the
28 Settlement Administration Costs. All papers in support of the Motion for Final Approval and the

1 Motion for Class Counsel Award and Class Representative Service Award shall be filed with the Court
2 and served on all counsel not later than sixteen (16) days before the calendared Final Approval Hearing.

3 15. In the event the Settlement does not become effective in accordance with the terms of the
4 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
5 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
6 and the Parties shall revert to their respective positions as of the time before entering into the
7 Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary
8 Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph
9 is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement
10 Agreement if it is not approved.

11 16. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
12 and all dates provided for in the Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
14
15

16 Dated: _____

JUDGE OF THE SUPERIOR COURT