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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;

Plaintiffs,

v.

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

Defendants.

Case No.: 24STCV27146

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: July 6, 2026

Time: 10:00 a.m.

Judge: Hon. Samantha Jessner

Dept.: 7

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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. Zakay Law Group,
4 APLC, the JCL Law Firm, APC and Lawyers for Justice, P.C. appeared on behalf of Plaintiff
5 GEORGE AUSTIN THOMAS ("Plaintiff"). Conn Maciel Carey LLP appeared on behalf of
6 Defendant REISS (RETAIL) LIMITED (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 24STCV27146,
15 entitled *George Austin Thomas v. Reiss (Retail) Limited.*, and over all Parties to this litigation,
16 including the Class.

17 3. Defendant denies any and all alleged wrongdoing, and denies any liability to
18 the Plaintiff or to members of the putative class.

19 **Preliminary Approval of the Settlement**

20 4. On March 4, 2026 the Court granted preliminary approval of a class-wide
21 settlement. At this same time the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 5. In compliance with the Preliminary Approval Order, the Class Notice was
26 mailed by first class mail to the Class Members at their last known addresses on April 2, 2025.
27 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 6. The Response Deadline for opting out or objecting was May 18, 2026. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

6 **Fairness Of The Settlement**

7 7. The Agreement provides for a Gross Settlement Amount of \$342,500.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. No requests for exclusion were
19 received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 8. The consideration to be given to the Participating Class Members under the
23 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
24 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
25 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
26 of the litigation and the delays which would ensue from continued prosecution of the Action.

27 9. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Participating Class Members.

1 **PAGA Payment**

2 10. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$20,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$13,000.00 to the Labor and Workforce Development Agency and
5 \$7,000.00 to Aggrieved Employees is fair and reasonable and complies with the requirements set
6 forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Attorneys' Expenses**

8 11. The Agreement provides for a payment of a Class Counsel Award in an
9 amount of up to One Hundred Forty-Nine Thousand Seven Hundred Dollars and Zero Cents
10 (\$149,700.00). Subject to Court approval, the Attorneys' Fees portion of the Class Counsel Award
11 consists of attorneys' fees equal to thirty-five percent (35%) of the Gross Settlement Amount, or
12 One Hundred Nineteen Thousand Seven Hundred Dollars and Zero Cents (\$119,700.00), and the
13 Attorneys' Expenses portion of the Class Counsel Award consists of up to \$30,000.00 for actually
14 incurred litigation expenses.

15 12. A Class Counsel Award of up to One Hundred Forty-Nine Thousand Seven
16 Hundred Dollars and Zero Cents (\$149,700.00) comprised of attorneys' fees in the amount
17 \$119,700.00 and up to \$30,000.00 for actually incurred litigation expenses is reasonable in light of
18 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
19 achieved by Class Counsel. The requested attorneys' fee award represents 35% of the common
20 fund, which is reasonable, and is supported by Class Counsel's lodestar.

21 **Class Representative Service Award**

22 13. The Agreement provides for a Class Representative Service Award of up to
23 Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
24 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is
25 reasonable in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

26 **Settlement Administration Costs**

27 14. The Agreement provides for Settlement Administration Costs to be paid in
28 an amount not to exceed \$6,225.00. The Declaration of the Administrator provides that the actual

1 Settlement Administration Costs were \$6,225.00. The amount of this payment is reasonable in light
2 of the work performed by the Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Participating
7 Class is hereby defined to include:

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

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

16 3. “Aggrieved Employee” is hereby defined to include:

17 All current and former hourly-paid or non-exempt employees who worked for Defendant
18 in California at any time during the period beginning on August 12, 2023, through October
19 1, 2025.

20 4. The “Released Parties” means Defendant and each of its former and present
21 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
22 subsidiaries, and affiliates.

23 5. The “Released Class Claims” are defined as all class claims alleged, or that
24 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
25 Actions which occurred during the Class Period, and expressly excluding all other claims,
26 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
27 social security, workers' compensation, and class claims outside of the Class Period.
28

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

7 7. "Effective Date" means the date by when both of the following have
8 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
9 and (b) the Judgment is final.

10 8. The Agreement is hereby approved as fair, reasonable, adequate, and in the
11 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
12 this Order and the terms of the Agreement.

13 9. Defendant shall fund the Gross Settlement Amount on the Funding Date.

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

20 11. Upon the Effective Date, the Plaintiff, all Aggrieved Employees and LWDA
21 shall have, by operation of this Order and the accompanying Judgment, fully, finally and forever
22 released, relinquished, and discharged “Released Parties” from the “Released PAGA Claims.”
23 Upon the Effective Date, all Aggrieved Employees shall be and are hereby permanently barred and
24 enjoined from the institution or prosecution of any and all of the claims released under the terms of
25 the Settlement.

26 12. Class Counsel are a Class Counsel Award in the amount of One Hundred
27 Thirty-Five Thousand Four Hundred Fifteen Dollars and Sixteen Cents (\$135,415.16) comprised of
28 \$119,700.00 for the Attorneys’ Fees and \$15,715.16 for Attorneys’ Expenses. Class Counsel shall

1 not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members
2 of the Class.

3 13. The payment of the Class Representative Service Award to Plaintiff in the
4 amount of \$10,000.00 is approved.

5 14. The payment of \$6,225.00 to the Administrator for the Settlement
6 Administration Costs is approved.

7 15. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
8 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
9 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
10 fraud or collusion.

11 16. Final Judgment is hereby entered in this action. The Final Judgment shall
12 bind each Participating Class Member.

13 17. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
14 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
15 ("PAGA").

16 18. The Court further finds and determines that Class Counsel satisfied California
17 Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising
18 under the Private Attorney General Act ("PAGA").

19 19. The Court orders Class Counsel to comply with California Labor Code §
20 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
21 entry of this Order.

22 20. The Agreement is not an admission by Defendant, nor is this Final Approval
23 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
26 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
28 in any event be construed as, or deemed to be evidence of, an admission or concession with regard

1 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
2 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
3 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
4 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
5 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
6 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
7 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
8 or issue preclusion or similar defense as to the claims being released by the Settlement.

9 21. Notice of entry of this Final Approval Order and Judgment shall be given to
10 Class Counsel on behalf of Plaintiff and all Participating Class Members. It shall not be necessary
11 to send notice of entry of this Final Approval Order and Judgment to individual Participating Class
12 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
13 website as indicated in the Class Notice.

14 22. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
15 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
16 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
17 connection with the distribution of settlement benefits.

18 23. If the Settlement does not become final and effective in accordance with the
19 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
20 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
21 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

22 **IT IS SO ORDERED.**

23 DATED: _____, 2026
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25

26 _____
27 Hon. Samantha Jessner
28 JUDGE OF THE SUPERIOR COURT