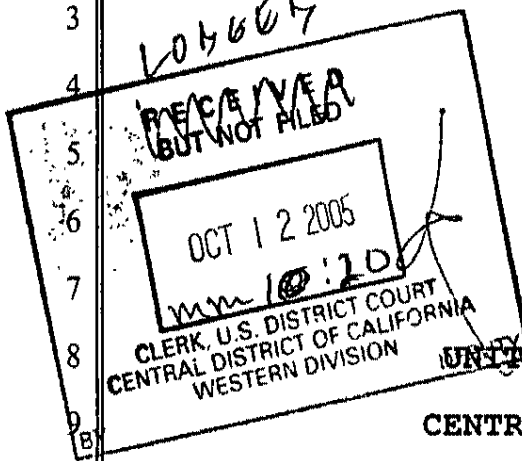
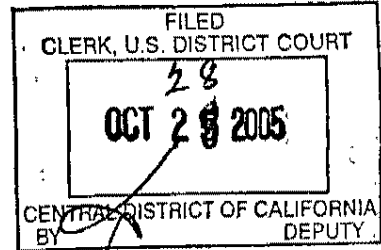


ORIGINAL



UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Priority ☒
 Send ☒
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 Closed ☐
 JS-5/JS-6 ☐
 JS-2/JS-3 ☐
 Scan Only ☐

SARAH SCHREINER,
 individually, and on
 Behalf of all Others
 Similarly Situated,

Plaintiffs,

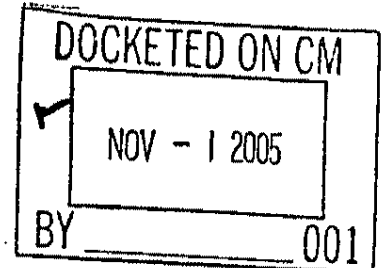
vs.

GENESCO, INC. and Does 1
 to 100, Inclusive,

Defendants.

CASE NO. CV 04-9765 RGK
 (RCx)

ORDER GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT



On August 11 and 24, 2005, the Court issued orders granting preliminary approval of the proposed class action settlement and approval of the revised notice in this matter ("Preliminary Approval Order"). In the Preliminary Approval Order, the Court conditionally certified and approved, for settlement purposes only, a Settlement Class and ordered that due and adequate notice be given to the Class in accordance with the Preliminary Approval Order. This matter is before the Court on the Motion for Final Approval.

The Court has read and considered all papers filed

1 herein, including the Stipulation of Settlement and Release,
2 the Memorandum of Points and Authorities in Support of Final
3 Approval, and the Declarations of Rosenthal & Company, Clay
4 Robbins III and the Class Representatives. The Court has
5 heard and considered all arguments made by those appearing at
6 the Final Approval Hearing on October 21, 2005, and is
7 otherwise fully informed in these matters.

8 Now, therefore, good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

10 1. This Order Granting Final Approval of Settlement
11 ("Final Order") incorporates by reference the definitions set
12 forth in the Stipulation of Settlement and Release, and all
13 terms used herein shall have the same meanings as set forth in
14 the Stipulation of Settlement and Release.

15 2. This Court has jurisdiction over the subject matter
16 of this litigation and over all parties to this litigation,
17 including all members of the Class.

18 3. The notice given to the Class of the settlement as
19 described in the August 24, 2005 Order approving revised
20 notice of settlement constituted the best notice practicable
21 under the circumstances. The notice program provided due and
22 adequate notice of these proceedings and of the matters set
23 forth in the notice, including the settlement set forth in the
24 Stipulation of Settlement and Release, to all persons and
25 entities entitled to such notice, and said notice fully
26 satisfied the requirements of due process and applicable law.
27 The Court further finds that the mailing of the Notice of
28 Settlement to the 1,035 Class Members was properly

1 administered by Rosenthal & Co. pursuant to Court Order and
2 that in connection with the mailing of the notice the response
3 was as follows: 341 Class Members filed timely and valid
4 claims; 6 Class Members filed untimely claims; 9 Class
5 Members filed deficient claims; 15 Class Members filed a timely
6 and valid opt-out; 109 Class Members filed timely disputes of
7 the workweek data initially provided by Defendant; and no
8 objections were filed.

9 4. This Court hereby approves the settlement set forth
10 in the Stipulation of Settlement and Release and finds that
11 said settlement is, in all respects, fair, reasonable,
12 adequate and in the best interests of the Class. In making
13 this determination, the Court has considered the following
14 factors, among others: the strength of the Plaintiffs' case;
15 the risk, expense, complexity, and likely duration of further
16 litigation; the risk of obtaining class certification and
17 maintaining class status through trial; the nature and extent
18 of the discovery obtained and/or exchanged voluntarily between
19 the parties; the fact that the settlement resulted from arm's-
20 length negotiations over the course of several months; the
21 experience and views of counsel for both parties; the lack of
22 any objections, the trace number of requests for exclusion by
23 Settlement Class Members, and the low number of disputes
24 regarding the number of workweeks. Consummation of the
25 settlement in accordance with the terms and provisions of the
26 Stipulation of Settlement and Release is therefore approved.
27 The settlement shall be binding upon all members of the Class.
28

1 5. Upon final approval by the Court, the Settlement
2 Class, and each Class Member who has not submitted a valid
3 exclusion form, fully releases and discharges Defendant and
4 its respective present and former affiliates, parent
5 companies, subsidiaries, sister companies, shareholders,
6 officers, directors, employees, agents, attorneys, insurers,
7 predecessors, successors and assigns and each and all of their
8 respective officers, directors, servants, agents,
9 shareholders, officers, directors, employees, agents,
10 attorneys, insurers, predecessors, successors and assigns and
11 each and all of their respective officers, directors,
12 servants, agents, shareholders, employees, representatives,
13 accountants, insurers, and attorneys, past, present, and
14 future, and all persons acting under, by, through, or in
15 concert with any of them from any and all past, present, or
16 future claims, debts, liabilities, demands, obligations,
17 guarantees, costs, expenses, attorneys' fees, damages, actions
18 or causes of action for, or which relate to, the failure to
19 pay for overtime under any federal, state or local law, the
20 failure to pay for "off the clock" hours, the failure to pay
21 penalties under the California Labor Code, the failure to
22 provide meal and rest periods under California Labor Code
23 Section 226, and any other claims for unpaid compensation
24 under state or federal law, including without limitation all
25 claims for restitution and other equitable relief, liquidated
26 damages, punitive damages, waiting time penalties, penalties
27 of any nature whatsoever, retirement or deferred compensation
28

1 benefits claimed on account of unpaid overtime, attorneys'
2 fees and costs, whether known or unknown, from October 22,
3 2000 up to and including August 9, 2005 (hereinafter,
4 "Claims"). This release of Claims will have *res judicata*,
5 *collateral estoppel*, claim preclusive, and/or issue preclusive
6 effect as to all Claims made by or on behalf of any Class
7 Member who has not submitted a valid exclusion form, or that
8 are made, attempted, threatened to be made, continue to be
9 made, or that could have been made at any time.

10 6. Furthermore, the Court finds that each and every
11 Class Member, including the Class Representatives, who has not
12 submitted a valid exclusion form, and all successors in
13 interest shall be permanently enjoined and forever barred from
14 prosecuting any and all Released Claims against the Releasees
15 or any related entity or individual.

16 7. Defendants shall pay participating Class Members up
17 to the total, gross sum of \$2,250,000.00 to or for the benefit
18 of the Class, or to the attorneys for the Class or to the
19 claims administrator (the "Settlement Fund"), in the manner
20 more fully set forth in the Stipulation of Settlement and
21 Release. This sum shall represent the total consideration to
22 be paid by Defendant in connection with the settlement.
23 Defendant shall have no further liability for costs, expenses,
24 interest, attorneys' fees, or for any other charge, expense,
25 or liability, except as provided in the Stipulation of
26 Settlement and Release.

27 8. Defendant shall forward to the Claims Administrator,
28 the net amount of the \$2,250,000.00 after deduction of allowed

1 attorneys' fees, costs, enhancements and administrative costs
2 authorized by the Court and unclaimed workweeks. Upon receipt
3 of said funds from Defendant, the Claims Administrator shall
4 promptly calculate and mail the checks to those members of the
5 Class who submitted timely and valid claims. A reminder
6 letter will be mailed to any participating Class Members as to
7 any checks returned as undeliverable or un-cashed after 90
8 days.

9 The employer's share of any payroll taxes ordinarily paid
10 by Defendant will be paid by Defendant directly to the
11 appropriate governmental authorities and shall not reduce the
12 Settlement Fund.

13 9. The Court orders that Class Counsel shall file an
14 application for attorneys' fees and reimbursement of
15 litigation costs, administrative costs and for Class
16 Representative enhancements upon timely notice.

17 10. Upon determination of the Motion for Attorney Fees,
18 Costs and Class Representative Enhancement, this litigation
19 (and all claims asserted at any time herein) will be fully and
20 finally dismissed with prejudice, with each party to bear
21 his/her/its own costs and attorneys' fees (except as otherwise
22 expressly provided herein or by subsequent order).

23 11. All members of the Class are barred and permanently
24 enjoined from instituting, asserting or prosecuting, directly,
25 representatively, derivatively or in any other capacity, any
26 Settled Claims against Defendants.

27 12. A Final Judgment will be entered pursuant to this
28 Order, the Stipulation of Settlement and Release of the

1 parties and the Court's Order regarding attorney fees, costs
2 and Class Representative enhancements and will effectuate the
3 settlement as more fully described in the Stipulation of
4 Settlement and Release. SANDER

5 13. In the event the settlement does not become effective
6 in accordance with the terms of the Joint Stipulation of
7 Settlement and Release, then this Order shall be rendered null
8 and void to the extent provided by and in accordance with the
9 Joint Stipulation of Settlement and Release and shall be
10 vacated.

11
12 **IT IS SO ORDERED.**

13
14 DATED: OCT 25 2005


15 R. GARY KLAUSNER
16 Judge of the District Court
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned say: I am and was at all times herein mentioned a resident of the County of Los Angeles and employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1801 Avenue of the Stars, Suite 600, Los Angeles, California 90067-5899.

On **October 11, 2005**, I served the within document described as **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action or proceeding by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as stated below:

Andrew C. Peterson, Esq.
Nicole A-J. Gustafson, Esq.
Morgan, Lewis & Bockius LLP
300 S. Grand Avenue, 22nd Floor
Los Angeles, CA 90071
Tel: (213) 612-2500
Fax: (213) 612-2501
Email: apeterson@morganlewis.com
ngustafson@morganlewis.com

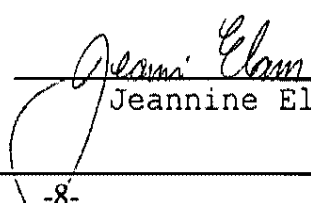
Attorneys for Defendant
GENESCO, INC.

XX (BY MAIL) I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at Los Angeles, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this affidavit.

BY PERSONAL SERVICE: I delivered such envelope(s) by hand to the offices of the addressee(s).

BY "FAX": I caused the above-entitled papers to be transmitted to the facsimile machine(s) maintained by the person or persons on whom served at the last facsimile machine telephone number as last given by the person(s) served as indicated on the attached service list. A record of said transmission(s) and/or copy of which accompanies this affidavit of service. [CCP § 1013(e) (f) and Rules of Court, Rule 2003, 2008.]

Executed on **October 11, 2005**, at Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Jeannine Elam