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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

WALTER CUELLAR, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

MOR FURNITURE FOR LESS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIVDS2013280

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: July 20, 2022
Time: 10:00 a.m.
Place: Department S26

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ORDER APPROVING THE PARTIES'

PAGA SETTLEMENT AGREEMENT AND JUDGMENT

1. The Court has received and considered the application of Plaintiffs Walter Cuellar and Christopher Cuerden as aggrieved employees, and as private attorneys general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* ("PAGA"), for approval of the Parties' PAGA Settlement Agreement ("Settlement"). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees.

4. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Plaintiffs; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

5. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiffs' PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

6. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

7. The Settlement is not an admission by Defendant, nor is this Order and Judgment a

1 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendant.

5 8. The Court hereby awards \$283,333 in attorneys' fees and \$25,472.88 costs to Plaintiffs'
6 Counsel, Capstone Law APC and Potter Handy, LLP as follows: (i) \$212,499.75 in attorneys' fees and
7 \$20,299.88 in costs to Capstone Law APC and (ii) \$70,833.25 in attorneys' fees and \$5,173.00 in costs
8 to Potter Handy, LLP.

9 9. The Court approves Service Awards of \$5,000, each, to Walter Cuellar and Christopher
10 Cuerden.

11 10. The Court approves General Release Payments of \$5,000, each, to Walter Cuellar and
12 Christopher Cuerden.

13 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator.

14 12. This Judgment shall be binding on all Aggrieved Employees and the State of California,
15 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
16 applicable Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*,
17 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved
18 employee under PAGA is binding not only on the named employee plaintiff but also on state labor law
19 enforcement agencies and any aggrieved employee not a party to the proceeding).

20 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
21 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
22 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 Date

7/20/20

26 Hon. David S. Cohn

27 San Bernardino County Superior Court Judge
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