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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JAN 09 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LUCIANO JIMENEZ, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARCADIA CHAIR COMPANY, INC., a
California corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2020-01175920-CU-OE-CXC

*[Assigned for all purposes to the Hon. Lon
F. Hurwitz, Dept. CX-103]*

**~~AMENDED~~ [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT
AND FINAL JUDGMENT**

Date: January 3, 2025

Time: 1:30 p.m.

Dept.: CX-103

Complaint Filed: December 23, 2020

Trial Date: None Set

~~AMENDED [PROPOSED]~~ ORDER & JUDGMENT

The Motion of Plaintiff Luciano Jimenez ("Plaintiff") for Final Approval of Class and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs ("Final Approval Motion") came on regularly for hearing before this Court on January 3, 2025, at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' amended Stipulation of Settlement ("Settlement Agreement" or "Settlement") which was attached as Exhibit 1 to the Declaration of Sean M. Blakely in Support of Plaintiff's Supplemental Brief in Support of Preliminary Approval of Class Action Settlement (ROA # 185), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and hereby ORDERS the following:

1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former non-exempt employees of Defendant Arcadia Chair Company, Inc. directly hired by Arcadia Chair Company, Inc. who worked in California at any time between June 23, 2016 through November 30, 2023 (the "Class Period"), and who did not sign a severance agreement.

3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on July 31, 2024, and the notice process has been completed in

1 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
2 said notice was the best notice practicable under the circumstances. The Class Notice provided
3 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
4 Class members of their rights, and fully satisfied the requirements of California Code of Civil
5 Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 5. The Court finds that no Settlement Class member objected to the Settlement, that
7 only three (3) Settlement Class members, Paula R. Graham, Elizabeth Farkas, and Inho J. Lee,
8 opted out of the Settlement, and that the 99.55% participation rate in the Settlement supports final
9 approval.

10 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
11 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
12 terms.

13 7. For purposes of settlement only, the Court finds that: (a) the members of the
14 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
15 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
16 community of interest among members of the Settlement Class with respect to the subject matter
17 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
18 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
19 interests of the Settlement Class members; (e) a class action is superior to other available methods
20 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
21 counsel for the Class Representative and the Settlement Class.

22 8. The Court finds that given the absence of objections to the Settlement, this Order
23 shall be considered final as of the date of entry.

24 9. The Court finds that the Settlement Awards, as provided for in the Settlement, are
25 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
26 Settlement Awards in conformity with the terms of the Settlement.

27 10. The Court finds that Defendant Arcadia Chair Company, Inc. ("Defendant") has
28 made the first two installments of \$1,450,000.00 with the Settlement Administrator, Phoenix

1 Settlement Administrators. The Court orders Defendant to make the third and final installment of
2 \$1,450,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, by January
3 27, 2025.

4 11. The Court finds that an Enhancement Payment in the amount of \$15,000.00 to
5 Plaintiff is appropriate for Plaintiff's risks undertaken and his service to the Settlement Class. The
6 Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 12. The Court finds that attorneys' fees in the amount of \$1,450,000.00 and litigation
9 costs of \$81,253.82 for Class Counsel are fair, reasonable, and adequate in light of the common
10 fund created by the Settlement, and orders that the Settlement Administrator distribute these
11 payments to Class Counsel in conformity with the terms of the Settlement.

12 13. The Court orders that the Settlement Administrator shall be paid \$17,500.00 from
13 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
14 done and to be done until the completion of this matter and finds that sum appropriate.

15 14. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$75,000.00 for its share of the settlement of
17 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
18 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
19 of the Settlement.

20 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
21 days from the date of issuance of the check, and that any settlement checks that remain uncashed
22 after 180 days after they are mailed shall be distributed to the Controller of the State of California
23 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
24 name of the Settlement Class member to whom the check was issued.

25 16. As of the Effective Date and upon Defendant's complete funding of the Gross
26 Settlement Amount, Plaintiff and each Settlement Class member who has not submitted a valid
27 and timely request for exclusion, shall fully release and discharge Defendant and any of its former
28 or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations,

1 predecessors or successors, and all agents, employees, officers, directors, members, managers,
2 holding companies, insurers, and attorneys thereof, (collectively, the “Released Parties”) from all
3 causes of action, claims, rights, or statutory damages, penalties, liabilities, expenses, and losses
4 under California law that were alleged in the FAC in the Action or that could have been alleged
5 based on the facts alleged in the FAC in the Action, including, but not limited to: any alleged
6 failure by Defendant (1) to pay overtime wages; (2) to pay minimum wages; (3) to provide all
7 lawful meal periods; (4) to authorize and permit all lawful rest periods; (5) to provide compliant
8 wage statements; (6) to timely pay wages at the end of alleged employment; (7) failure to
9 reimburse for necessary business expenses; (8) any right or claim for unfair business practices in
10 violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged
11 failures set forth in (1) through (7) above (“California Released Claims”). The period of the
12 California Released Claims shall extend to the limits of the Class Period. Moreover, upon the
13 occurrence of the Effective Date and the Settlement being fully funded, Plaintiff and all PAGA
14 Aggrieved Employees release and forever discharge the Released Parties from all claims for civil
15 penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or
16 based on the facts alleged in Plaintiff’s letter to the Labor & Workforce Development Agency
17 (“LWDA”) dated December 24, 2020, including claims for civil penalties due to an alleged failure
18 to pay all overtime and minimum wages; failure to provide all meal periods in accordance with
19 California law; failure to authorize and permit all rest periods in accordance with California law;
20 failure to furnish accurate and itemized wage statements; and failure to pay all wages owed upon
21 separation of employment as well as failure to reimburse business expenses as alleged in the
22 Second Amended Class and Representative Action Complaint (“PAGA Released Claims”). The
23 period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

24 17. This document shall constitute a final judgment pursuant to California Rule of
25 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
26 approval hearing, the court must make and enter judgment. The judgment must include a provision
27 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
28 The court may not enter an order dismissing the action at the same time as, or after, entry of

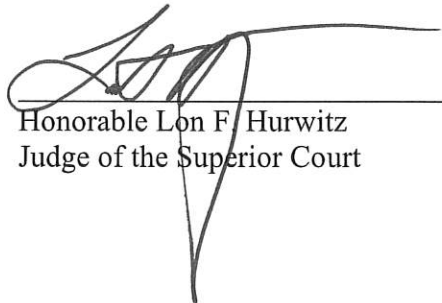
1 judgment.” The Court will retain continuing jurisdiction pursuant to Code of Civil Procedure §
2 664.6 and California Rule of Court 3.769(h) to enforce the Settlement, the Final Approval Order,
3 and this Judgment.

4 18. Plaintiff shall file a Final Accounting Report on or before December 4, 2025. A
5 Final Accounting Hearing is set for December 18, 2025 at 1:30 p.m. in Department CX-103 of
6 this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

7 **IT IS SO ORDERED.**

8 **JAN 09 2025**

9 Dated: _____


Honorable Lon F. Hurwitz
Judge of the Superior Court