

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE CARLOS MARTINEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV00874

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

[PROPOSED] FINAL JUDGMENT

Date: March 7, 2024
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: January 7, 2021
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 7, 2024, pursuant
2 to California Rule of Court 3.769 and this Court's September 20, 2023 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Class Action and PAGA Settlement Agreement and Class Notice (the
5 "Settlement")¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All individuals who were employed by Defendant R C Furniture, Inc. and classified
11 as hourly, non-exempt employees at any time between January 7, 2017 through
12 November 7, 2022.

13 2. Plaintiff Jose Carlos Martinez is hereby confirmed as Class Representative, and
14 Scott M. Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC and Paul K. Haines
15 of Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on September 20, 2024 and the notice
18 process has been completed in conformity with the Court's Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Class Notice provided due
20 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
21 members of their rights, and fully satisfied the requirements of California Code of Civil
22 Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement and
24 no Settlement class member has opted out of the Settlement, and that the 100% participation rate
25 in the Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

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

13 7. The Court orders that RC Furniture, Inc. deliver the Gross Settlement Amount of
14 \$825,000.00 to Phoenix Settlement Administrators, the Settlement Administration, within fifteen
15 (15) calendar days of this Order, as provided for in the Settlement.

16 8. The Court finds that the settlement payments, as provided for in the Settlement,
17 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
18 individual payments in conformity with the terms of the Settlement.

19 9. The Court finds that a service payment in the amount of \$10,000.00 for Plaintiff
20 Jose Carlos Martinez is appropriate for his risks undertaken and service to the Settlement Class.
21 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
22 Administrator make this payment in conformity with the terms of the Settlement.

23 10. The Court finds that attorneys' fees in the amount of \$275,000.00, and actual
24 litigation costs of \$15,167.60 for Class Counsel, are fair, reasonable, and adequate, and orders
25 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
26 the terms of the Settlement.

1 11. The Court orders that the Settlement Administrator shall be paid \$7,750.00 from
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this
3 matter, and finds that sum appropriate.

4 12. The Court finds that the payment to the California Labor & Workforce
5 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 this payment to the LWDA in conformity with the terms of the Settlement.

9 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
10 the portion of the Net Settlement Amount allocated to wages shall be paid by RC Furniture, Inc.
11 separately, and in addition to, the Gross Settlement Amount.

12 14. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 15. Upon satisfaction of all obligations under the Settlement and the Final Approval
17 Order, by virtue of this Judgment, Plaintiff and all Class Members shall fully release and
18 discharge : Defendant and each of its former and present directors, officers, shareholders,
19 owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries, (collectively the
20 “Released Parties”), from all class claims and/or causes of action pled or could have been pled
21 based on the factual allegations contained in the Operative Complaint or Plaintiff’s Class Action
22 which occurred during the Class Period, including all claims for: (i) failure to pay minimum
23 wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to
24 authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi)
25 failure to timely pay all wages upon termination; and (vii) all claims for unfair competition
26 arising from (i) through (vi) above. Except as expressly set forth in this Agreement, Participating
27 Class Members do not release any other claims, and expressly exclude all other claims, including
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claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period.

16. Aggrieved Employees, including Plaintiff, which means all individuals who were employed by Defendant in California and classified as hourly, non-exempt employees at any time between January 7, 2020 through November 7, 2022, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and/or PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include, and expressly exclude, other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

17. In light of the Class Representative Service Payment, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or could have been, alleged, based on the facts contained, in the Operative Complaint, Plaintiff's Class Action and/or Plaintiff's PAGA Action and (b) all PAGA claims that were, or could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain

1 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery
2 of them. For purposes of Plaintiff's Release herein above and Plaintiff's release of other claims
3 herein below, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
4 any, of section 1542 of the California Civil Code, which reads:

5 **A general release does not extend to claims that the creditor or**
6 **releasing party does not know or suspect to exist in his or her favor**
7 **at the time of executing the release, and that if known by him or**
8 **her would have materially affected his or her settlement with the**
9 **debtor or released party.**

10 18. The releases identified herein will only be effective on the date that Defendant
11 fully funds the Gross Settlement Amount and its share of the employer taxes.

12 19. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a
15 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,
17 entry of judgment."

18 20. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
19 Order, and this Judgment.

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21 **JUDGMENT IS SO ENTERED.**

22
23 Dated: _____, 2024

24 Honorable Kenneth R. Freeman
25 Judge of the Superior Court
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