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8 ARTHUR ALFARO
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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 ARTHUR ALFARO, individually and on
14 behalf of others similarly situated,

15 Plaintiff,

16 vs.

17 N & A ENTERPRISES, INC. DBA BIG D
FLOOR COVERING SUPPLIES, a
18 California corporation; and DOES 1 through
50, inclusive,

19 Defendants.
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Case No.: 30-2020-01167182-CU-OE-CXC

*Assigned for all purposes to: Hon. William
Claster, Dept. CX104*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: October 26, 2020

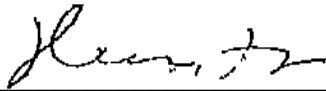
Trial Date: None

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on November 28, 2022, the Honorable William Claster in
3 Department CX104 in the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana,
4 California 92701, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is
5 a true and correct copy of the Order and Judgment which was executed and filed on November 28,
6 2022.

7 Dated: November 30, 2022

PROTECTION LAW GROUP, LLP

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9 By: 
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiffs*
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EXHIBIT A

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7 *Attorneys for Plaintiff*
8 **ARTHUR ALFARO**

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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

13 **ARTHUR ALFARO**, individually and on
14 behalf of others similarly situated,

15 **Plaintiff,**

16 **vs.**

17 **N & A ENTERPRISES, INC. DBA BIG D**
18 **FLOOR COVERING SUPPLIES, a**
19 **California corporation; and DOES 1 through**
20 **50, inclusive,**

21 **Defendants.**

Case No.: 30-2020-01167182-CU-OE-CXC

*Assigned for all purposes to: Hon. William
Claster, Dept. CX104*

22 **[PROPOSED] FINAL ORDER AND**
23 **JUDGMENT**

24 Hearing Date: November 18, 2022
25 Hearing Time: 9:00 a.m.
26 Dept: CX104

27 Complaint Filed: October 26, 2020
28 Trial Date: None

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action ("Action") having come before the Court for a hearing and
3 Final Order Approving Class Action and PAGA Settlement ("Final Order"), consistent with the
4 Court's Preliminary Approval Order ("Preliminary Approval Order"), and as set forth in the Joint
5 Stipulation of Class Action and PAGA Settlement and Amendments thereto ("Agreement"), and
6 due and adequate notice having been given to all Class Members as required in the Amended Order
7 Granting Plaintiff's Motion for Preliminary Approval, and the Court having considered all papers
8 filed and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term "Class" and "Class Members" shall mean the following: "All individuals
12 employed in hourly or non-exempt positions by Defendant N & A Enterprises, Inc. dba Big D
13 Floor Covering Supplies ("Defendant") in California at any time between October 26, 2016, and
14 November 26, 2021." The term "Participating Class Member" includes all Class Members who
15 did not submit a timely and valid Request for Exclusion as provided in the Settlement.

16 3. The term "PAGA Member" shall mean "all individuals employed in an hourly or
17 non-exempt position by Defendant in California at any time between October 26, 2019, and
18 November 26, 2021."

19 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
20 to this Action, including all Class Members.

21 5. Distribution of the Notice was directed to the Class Members as set forth in the
22 Agreement and the other matters set forth therein have been completed in conformity with the
23 Preliminary Approval Order, including individual notice to all Class Members who could be
24 identified through reasonable effort, and the best notice practicable under the circumstances. The
25 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
26 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
27 and the Notice fully satisfied the requirements of due process. All Class Members, all Released
28 Class Claims, and all Released PAGA Claims are covered by and included within the Settlement

1 and this Final Order.

2 6. ~~The Court hereby finds the Settlement was entered into in good faith pursuant to~~
3 ~~and within the meaning of California Code of Civil Procedure section 877.6. The Court further~~
4 ~~finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the~~
5 ~~standards and applicable requirements for final approval of this class action settlement under~~
6 ~~California law, including the provisions of California Code of Civil Procedure section 382 and~~
7 ~~Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*~~
8 ~~*Superior Court*, 4 Cal.3d 800, 821 (1971).~~

9 7. The Court further finds that the Settlement is fair, adequate, and reasonable and that
10 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
11 action settlement under California law, ~~including the provisions of California Code of Civil~~
12 ~~Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California~~
13 ~~state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).~~

14 8. The Court finds that the Settlement has been reached as a result of intensive, serious
15 and non-collusive arms-length negotiations. The Court further finds that the Parties have
16 conducted extensive investigation and research, and counsel for the Parties are able to reasonably
17 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
18 additional substantial costs, as well as avoid the delay and risks that would be presented by the
19 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
20 part of the Settlement and recognizes the significant value to the Class Members. The Court also
21 finds that the Class is properly certified as a class for settlement purposes only.

22 9. Upon the complete funding of the Gross Settlement Amount Plaintiff and all
23 Participating Class Members, shall release and discharge the Released Parties from the Released
24 Class Claims that arose during the Class Period as set forth in the Agreement.

25 10. Upon the funding of the Gross Settlement Amount, Plaintiff, all PAGA Members,
26 the LWDA, and the State of California shall release and discharge the Released Parties from the
27 Released PAGA Claims, that arose during the PAGA Period, as set forth in the Agreement.

28 11. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on

WDC
1 behalf of himself only—shall also generally release and discharge the Released Parties ^{per the terms} ~~from any~~
2 ~~to the Settlement Agreement.~~ and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
3 been or could have been asserted against the Released Parties arising out of or relating to their
4 employment by Defendant or termination thereof, including but not limited to claims for wages,
5 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
6 of employment. This release specifically includes any and all claims, demands, obligations and/or
7 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
8 provided by the Settlement Agreement) relating to or in any way connected with the matters
9 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
10 particularly described herein. This general release includes all employment-related and non-
11 employment related claims, whether known or unknown, arising during the Class Period.
12 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section
13 1542, which provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
17 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
18 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
19 OR RELEASED PARTY

20 This release specifically excludes claims for unemployment insurance, disability, social
21 security, and workers compensation (with the exception of claims arising pursuant to California
22 Labor Code Section 132(a) and 4553)

23 12. Only one (1) Class Member, Carlos Manuel Arias, submitted a request to be
24 excluded from the Settlement. Accordingly, Carlos Manuel Arias is hereby excluded from this
25 final order and judgment and from participating in the settlement. The last date to timely
26 submit a request for exclusion was August 5, 2022.

27 13. The Court hereby finds that there were no written objections to the Settlement. The
28 last day to submit a written objection to the settlement was August 5, 2022. The Court also notes
there were no objections made at the hearing on Final Approval of the Settlement.

1 14. The Court finds the settlement payments provided for under the Agreement to be
2 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
3 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
4 \$725,200.00 within 14 days of the Effective Date to provide payments for the Class/PAGA
5 Members individual settlement payments, class representative incentive payment for Plaintiff,
6 Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and
7 penalties to the California Labor and Workforce Development Agency pursuant to Labor Code
8 Section 2698 et seq. The calculations and the payments shall be made administered in accordance
9 with the terms of the Agreement.

10 15. Pursuant to the terms of the Agreement and amendments thereto, and the
11 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
12 Counsel attorneys' fees in the amount of \$241,733.33 (1/3 of the Gross Settlement Amount) and
13 litigation costs in the amount of \$15,554.34 from the Gross Settlement Amount as final payment
14 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
15 Class Counsel and any other person or entity related to the Action. The Court further orders that
16 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to
17 the terms of the Agreement.

18 16. The Court hereby approves and orders a Class Representative Enhancement
19 Payment of \$7,500.00 to Plaintiff Arthur Alfaro from the Gross Settlement Amount.

20 17. The Court approves and orders the payment in the amount of \$30,000 (75% of
21 \$40,000) from the Gross Settlement Amount to the California Labor Workforce Development
22 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
23 remaining \$10,000 (25% of \$40,000) shall be distributed to the PAGA Members as set forth in the
24 Agreement.

25 18. The Court also hereby approves and orders payment from the Gross Settlement
26 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
27 ILYM Group, Inc., in the amount of \$8,000.
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1 19. The Court hereby approves and orders payment of individual settlement payments
2 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

3 20. The Court also hereby approves and orders that any checks distributed from the
4 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
5 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
6 California State Controller's Office and held in trust for such Class Members pursuant to
7 California Unclaimed Property Law, Civil Code Section 1500 et seq.

8 21. Provided the Settlement becomes effective under the terms of the Agreement, the
9 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
10 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

11 22. Neither the Settlement nor any of the terms set forth in the Agreement is an
12 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
13 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
14 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
15 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
16 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
17 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
18 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
19 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
20 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
21 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
22 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
23 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
24 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
25 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
26 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

27 23. Without affecting the finality of this Judgment, the Court shall retain continuing
28 jurisdiction over this action and the parties, including all Class Members, and over all matters

1 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
2 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
3 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
4 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
5 for resolution

6 24. Pursuant to California Code of Civil Procedure §384(b) Class Counsel shall submit
7 a final report to the Court on or before June 23, 2023, setting forth the actual amounts paid to the
8 class members and other amounts disbursed pursuant to the settlement.

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10 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

11 DATED: 11-28-22

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14 JUDGE OF THE SUPERIOR COURT
15 William D. Claster
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