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5 Attorneys for Plaintiff,
ROBERTO LARA, on behalf of himself and
6 all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**
10

11 ROBERTO LARA, on behalf of himself and)
all others similarly situated,)

12)
13 Plaintiffs,)

14 v.)

15 NOBLE HOUSE HOME FURNISHING LCC,)
a Delaware limited liability company; and)
16 DOES 1 through 100, Inclusive)

17)
18 Defendants.)
19)
20)

FILED
Superior Court of California
County of Los Angeles
08/15/2023
David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

CASE NO.: 22STCV04377

[Assigned for all purposes to the Hon. Elihu
M. Berle - Dept. "6"]

~~[PROPOSED]~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

DATE: August 4, 2023
TIME: 11:00 a.m.
DEPT.: 6

21 This matter having come before the Court for final fairness hearing of the class settlement
22 upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement
23 Agreement") submitted in support of Motion for Preliminary Approval of Class Settlement; and
24 due and adequate notice having been given to the Class Members as required in Preliminary
25 Approval Order and the Court having considered all papers filed and proceedings had herein and
26 otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED,**
27 **ADJUDGED AND DECREED THAT:**
28

1 1. The Motion for Final Approval of Class Action Settlement, Class Representative
2 Service Payment, Class Counsel Fees and Litigation Expenses Payment is hereby granted in its
3 entirety.

4
5 2. All terms used herein shall have the same meaning as defined in the Settlement
6 Agreement.

7
8 3. This Court has jurisdiction over the subject matter of this litigation and over all
9 Parties to this litigation, including all Class Members.

10
11 4. Distribution of the Court Approved Notice of Class Action Settlement and Hearing
12 Date for Final Court Approval (“Class Notice”) directed to the Class Members as set forth in the
13 Settlement Agreement and the other matters set forth herein have been completed in conformity
14 with the Preliminary Approval Order, including individual notice to all Class Members who could
15 be identified through reasonable effort, and was the best notice practicable under the
16 circumstances. This Class Notice provided due and adequate notice of the proceedings and of the
17 matters set forth therein, including the proposed class settlement set forth in the Settlement
18 Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the
19 requirement of due process.

20
21 5. No Class Member opted-out of the settlement. No Class Member objected to the
22 settlement.

23
24 6. The Court further finds that the settlement is fair, reasonable and adequate and that
25 plaintiffs have satisfied the standards and applicable requirements for final approval of class
26 action settlement under California law, including the provisions of California Code of Civil
27 Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state
28 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 7. This Court hereby approves the class and PAGA settlement set forth in the
2 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and
3 reasonable and directs the parties to effectuate the settlement according to its terms. The Court
4 finds that the settlement has been reached as a result of intensive, serious and non-collusive arms
5 length negotiations. The Court further finds that the parties have conducted extensive and costly
6 investigation and research and counsel for the parties are able to reasonably evaluate their
7 respective positions. The Court also finds that settlement at this time will avoid additional
8 substantial costs, as well as avoid the delay and risks that would be presented by the further
9 prosecution of the action. The Court has noted the significant benefits to the Class Members and
10 PAGA Group Members under the settlement. The Court also finds that the class is properly
11 certified as a class for settlement purposes only.

12
13 8. For settlement purposes only, the Court certifies the following class: All current
14 and former non-exempt hourly employees who worked for defendant Noble House Home
15 Furnishing LLC (“Defendant”) in California during the period from February 3, 2018 to October
16 10, 2022.

17
18 9. For settlement purposes of the PAGA claim, Aggrieved Employees are defined as:
19 Any non-exempt hourly employee who worked for Defendant in California during the period from
20 November 30, 2020 to October 10, 2022.

21
22 10. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Class Members and/or Aggrieved Employees will release claims against all Released
25 Parties as follows:

- 26 (a.) Release by Participating Class Members Who Are Not Aggrieved
27 Employees: All Participating Class Members, on behalf of themselves and
28 their respective former and present representatives, agents, attorneys, heirs,

1 administrators, successors, and assigns, release Released Parties from any
2 and all claims that arise out of or reasonably relate to the claims alleged in
3 the Operative Complaint based on the facts alleged in the Operative
4 Complaint, or that could have been alleged based on the factual allegations
5 in the Operative Complaint or PAGA Notice. Except as set forth in Section
6 (b.) below or Section 5.3 of the Settlement Agreement, Participating Class
7 Members do not release any other claims, including claims for vested
8 benefits, wrongful termination, violation of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers'
10 compensation, or claims based on facts occurring outside the Class Period.

11 (b.) Release by Non-Participating Class Members Who Are Aggrieved

12 Employees: All Non-Participating Class Members who are Aggrieved
13 Employees are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from all claims
16 for PAGA penalties that arise out of or reasonably relate to the claims
17 alleged in the PAGA Notice based on the facts alleged in the PAGA Notice,
18 or that could have been alleged based on the factual allegations in the
19 PAGA Notice.

20
21 11. Nothing contained in this Settlement Agreement shall be construed or deemed an
22 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
23 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
24 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
25 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
26 interpret, or enforce its terms.

1 12. The Settlement Agreement provides for the “Gross Settlement Amount” in the
2 amount of \$200,000.00. The Gross Settlement Amount will be used to pay Individual Class
3 Payments, Individual PAGA Payments, the LWDA PAGA Payment of \$7,500.00 (representing
4 75% of the \$10,000.00 allocated for PAGA Penalties) , Class Counsel Fees, Class Counsel
5 Expenses, the Class Representative Service Payment and the Administrator’s Expenses.
6 Defendant will also pay the share of payroll taxes deducted from any Individual Class Payments
7 issued to Participating Class Members as wages in addition to the Gross Settlement Amount. The
8 payment of the Gross Settlement Amount by Defendant and payment of Individual Class
9 Payments and Individual PAGA Payments will be made as set forth in the Settlement Agreement.

10
11 13. The Court hereby awards Class Counsel attorneys’ fees in the total amount of
12 \$66,666.60 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
13 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
14 \$11,303.56 to be deducted from the Gross Settlement Amount. Attorneys’ fees and costs will be
15 paid by the Administrator from the Gross Settlement Amount as set forth in the Settlement
16 Agreement.

17
18 14. The Court hereby approves a Class Representative Service Payment to plaintiff
19 Roberto Lara (“Plaintiff”) in the amount of \$5,000.00. The Class Representative Service Payment
20 will be paid by the Administrator from the Gross Settlement Amount as set forth in the Settlement
21 Agreement.

22
23 15. The Court hereby approves the Administration Expenses Payment in the amount
24 of \$8,750.00. The Administrator, Phoenix Settlement Administrators, shall be paid the cost of
25 administration of the settlement from the Gross Settlement Amount as set forth in the Settlement
26 Agreement.

1 16. Except as expressly provided herein, the parties each shall bear all of their own fees
2 and costs in connection with this matter.

3
4 17. The Court approves the Plaintiff as the Class Representative.

5
6 18. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
7 Nourmand Law Firm, APC as Class Counsel.

8
9 19. The Court approves Phoenix Settlement Administrators as the Administrator.

10
11 20. Upon completion of administration of the settlement, the claims administrator shall
12 execute a declaration with a final reporting with respect to the final distribution and payment of
13 the Individual Class Payments and Individual PAGA Payments and in compliance with the
14 Judgment, that needs to be filed by **March 25, 2024**. A Order to Show Cause Re: Compliance
15 with Judgment and status of the declaration from the Administrator is set for **April 4, 2024**, at
16 8:30 a.m., in Department 6, of the above-entitled Court.

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18 21. The Court finds the class and PAGA settlement on the terms set forth in the
19 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
20 compromise of the released claims against Defendant. Without affecting the finality of the
21 Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation,
22 implementation and enforcement of the settlement and all orders and judgments entered in
23 connection therewith.

24 **IT IS SO ORDERED.**

25 DATED: August 15, 2023



Elihu M. Berle

Elihu M. Berle / Judge

HONORABLE ELIHU M. BERLE
LOS ANGELES COUNTY SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On August 11, 2023, I served the following document(s) described as:

6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
ENHANCEMENT AWARD

8 on the interested parties in this action as follows:

9 Eric Distelburger, Esq.
10 PAUL HASTINGS LLP
101 California Street, 48th Floor
San Francisco, California 94111

11 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
12 true and correct copy of the above listed document(s) to be served by electronic transmission to
13 the parties and/or counsel who are registered above and set forth in said service list.

14 I declare under penalty of perjury under the laws of the State of California that the above is
15 true and correct and that this Proof of Service was executed on August 11, 2023, at Beverly Hills,
California.

16 /s/ Alejandra Beltran
17 Alejandra Beltran
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