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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

LAURA FRIEND, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ACCENT DÉCOR, INC.; and DOES 1
through 20, inclusive,

Defendant.

Case No. CVRI2105721

Assigned for all purposes to
Judge Harold W. Hopp
Dept. 1

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

Date: October 14, 2024
Time: 8:30 a.m.
Dept: 1

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This unopposed Motion for Final Approval of Class Action Settlement came on for
2 hearing on **October 14, 2024**, at 8:30 a.m., in Department 1 of the above-captioned Court
3 pursuant to California Rule of Court 3.769, this Court’s Order Granting Preliminary Approval
4 filed April 30, 2024 and consistent with the Class Action and PAGA Settlement Agreement and
5 Class/PAGA Notice (“Settlement Agreement”) entered into by Plaintiff Laura Friend and
6 Defendant Accent Décor, Inc. (collectively referred to as “Defendant”), a copy of which is
7 attached to the Declaration of Lisa B. Iturriaga filed on April 5, 2024 as Exhibit 1, and due and
8 adequate notice having been given to all Settlement Class Members as required in the Preliminary
9 Approval Order, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

10 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
11 each Class Member by first-class mail. These papers informed the Class of the terms of the
12 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
13 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
14 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
15 to be heard regarding approval of the Settlement. Adequate periods of time were provided by each
16 of these procedures. No member of the Class filed written objection to the proposed Settlement
17 as part of this notice process or stated an intention to appear at the final approval hearing.

18 2. The Court finds and determines that this notice procedure afforded adequate
19 protections to Class Members and provides the basis for the Court to make an informed decision
20 regarding approval of the Settlement based on the responses of the Class. The Court finds and
21 determines that the notice provided in this case was the best notice practicable, which satisfied
22 the requirements of law and due process.

23 3. With respect to the Class and for purposes of approving this Settlement only, this
24 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
25 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
26 Class, and there is a well-defined community of interest among members of the Class with respect
27 to the subject matter of the Action; (c) the claims of Class Representative Laura Friend are typical
28 of the claims of the members of the Class; (d) the Class Representative has fairly and adequately

1 protected the interests of the members of the Class; (e) a class action is superior to other available
2 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
3 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
4 individual and representative capacities for the Class.

5 4. The Court has certified a Class, as that term is defined in and by the terms of the
6 Settlement Agreement as all non-exempt employees employed by Defendant in California at any
7 time during the Class Period (of June 22, 2017, to July 27, 2023), and the Court deems this
8 definition sufficient for purposes of California Rule of Court (“CRC”) 3.765(a).

9 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

10 6. The Court hereby confirms Plaintiff Laura Friend as the Class Representative in
11 this Action.

12 7. The Court finds and determines that the terms set forth in the Settlement
13 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
14 according to its terms, having found that the Settlement was reached as a result of informed and
15 non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court further finds
16 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
17 were able to reasonably evaluate their respective positions. The Court also finds that the
18 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
19 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
20 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
21 value accorded to the Class.

22 8. The Court further finds and determines that the terms of the Settlement are fair,
23 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
24 finally approved, and that all terms and provisions of the Settlement should be and hereby are
25 ordered to be consummated.

26 9. The Court hereby approves the Gross Settlement Amount of \$300,000.00.

27 10. The Court finds and determines that the Individual Settlement Payments to be paid
28 to Participating Class Members as provided for by the Settlement are fair and reasonable. The

1 Court hereby gives final approval to and orders the payment of those amounts be made to the
2 Participating Class Members in accordance with the Settlement Agreement.

3 11. The Court finds and determines that payment to the California Labor and
4 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
5 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
6 that the payment of that amount be paid in accordance with the Settlement Agreement.

7 12. The Court finds and determines that the fees and expenses in administering the
8 Settlement incurred by Phoenix Settlement Administrators in the amount of \$5,995.00, are fair
9 and reasonable. The Court hereby gives final approval to and orders that the payment of that
10 amount be paid in accordance with the Settlement.

11 13. The Court finds and determines the Class Representative Service Payment of
12 \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
13 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
14 Agreement.

15 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
16 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
17 in the sum of \$100,000.00 and litigation costs of \$14,672.08. The Court finds such amounts to
18 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
19 payments in accordance with the terms of the Settlement Agreement.

20 15. Without affecting the finality of this order or the entry of judgment in any way,
21 the Court retains jurisdiction of all matters relating to the interpretation, administration,
22 implementation, effectuation, and enforcement of this order and the Settlement.

23 16. Neither Defendants nor any related persons or entities shall have any further
24 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
25 except as provided for by the Settlement Agreement.

26 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
27 under the Settlement or under this order, including the requirement that Defendant make
28 payment to the Participating Class Members in accordance with the Settlement.

1 18. Any envelope transmitting a settlement distribution to a class members shall bear
2 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." With the
3 checks, the Settlement Administrator shall include notice of entry of judgment under CRC
4 3.771(b) by including a statement that "judgment was entered by the Court on [date], of 2024."

5 19. Any settlement distribution check shall be negotiable for at least 90 days but not
6 more than 180 days from the date of mailing.

7 20. The Settlement Administrator shall mail a reminder postcard to any Class
8 Member whose settlement distribution check has not been negotiated within 60 days after the
9 date of mailing.

10 21. If any Individual Class Payment and/or Individual PAGA Payment is returned to
11 the Settlement Administrator as being undeliverable and the Settlement Administrator is unable
12 to locate a valid mailing administrator, then the Settlement Administrator shall arrange with
13 Defendant to have those distributions delivered to the Class Member at their place of
14 employment if it is determined that the Class Member with the undeliverable check is a current
15 employee of Defendant.

16 22. The Court hereby enters final judgment in accordance with the terms of the
17 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
18 granted on April 30, 2024 and this Order.

19 23. The Parties will bear their own costs and attorneys' fees except as otherwise
20 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
21 costs.

22 24. This Judgment is intended to be a final disposition in its entirety of the above
23 captioned action. Without affecting the finality of the interpretation, administration,
24 implementation, effectuation, and enforcement of the Settlement pursuant to Code of Civil
25 Procedure § 664.6.28.

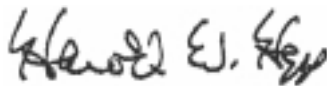
26 25. A Final Report (Nonappearance) Hearing is set for **August 29, 2025 at 8:30 a.m.,**
27 **or _____**, in Dept. 1 in the above-entitled Court. Within 5 court days of
28 the Final Report (Nonappearance) Hearing, Counsel for the Parties shall file a report concerning

1 the amount of money distributed, in the form of a declaration from the Settlement Administrator
2 (“Final Accounting Report”). The Final Accounting Report shall describe (i) the date the checks
3 were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of
4 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
5 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
6 disposition of those unclaimed funds.

7 26. Plaintiff shall give notice of this ruling and provide the Notice of Entry of Final
8 Order and Judgment to the Settlement Administrator, who shall post the Notice of Entry of Final
9 Order and Judgment on the Settlement Administrator’s website for one hundred eighty (180)
10 calendar days.

11
12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 DATED: October 18, 2024



Honorable Harold W. Hopp
JUDGE OF THE SUPERIOR COURT