

1. A judgment, decree, or order was entered in this action on *(date)*: October 13, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 10/14/2025

Gregory Mauro

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Diana Vasquez
 DEFENDANT/RESPONDENT: Bob's Discount Furniture LLC

CASE NUMBER:
 56-2022-00571757

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

SERVICE LIST

BOB'S DISCOUNT FURNITURE LLC

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Alma Chavarin

1 JAMES HAWKINS APLC
JAMES R. HAWKINS SBN 192925
2 GREGORY MAURO, SBN 222239
MICHAEL CALVO, SBN 314986
3 9880 Research Drive, Suite 200
Irvine, California 92618
4 Telephone: (949) 387-7200
Facsimile: (949) 387-6676
5 James@jameshawkinsaplc.com
Greg@jameshawkinsaplc.com
6 Michael@jameshawkinsaplc.com

VENTURA SUPERIOR COURT

FILED

10/13/2025

K. Bieker
Executive Officer and Clerk


Elizabeth Muller

7 Attorneys for DIANA VASQUEZ, individually and on behalf of the general public as private
attorney general
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF VENTURA

11 DIANA VASQUEZ, individually and on behalf
of the general public as private attorney general
12

Case No. 56-2022-00571757

Assigned for All Purposes to
the Honorable Charmaine H. Buehner
Dept. J4

13 Plaintiff,

14 v.

**~~AMENDED [PROPOSED]~~ ORDER
APPROVING PAGA SETTLEMENT
AND JUDGMENT**

15 BOB'S DISCOUNT FURNITURE LLC, a
16 Massachusetts Limited Liability Company; and
DOES 1-50, inclusive,
17

Date: September 18, 2025
Time: 8:30 AM
Dept.: J4

18 Defendant.
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~~PROPOSED~~ ORDER

This matter came on for hearing September 18, 2025 at 8:30 a.m. in Department J4 of the above-entitled Court, the Honorable Charmaine H. Buehner presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Unopposed Motion is GRANTED.

The Court having reviewed the Joint Stipulation of Settlement and Release of PAGA Action ("Settlement" or "Settlement Agreement") and Amendment No.1 to the Settlement Agreement (Exhibit 1A to the Hawkins Supplemental Declaration) and hereby ORDERS AND ADJUDGES:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement.

2. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

4. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

5. The Court hereby confirms James Hawkins and Gregory Mauro as PAGA Counsel.

6. The Court appoints Apex Class Action Administrators as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

1 7. Defendant shall pay the Gross Settlement Amount of \$350,000.00 according to
2 the terms of the Settlement Agreement.

3 8. The Net Settlement Amount means the Gross Settlement Amount (\$350,000.00)
4 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$116,666.67;
5 (b) \$14,698.37 allocated to litigation costs; (c) \$5,000.00 allocated to Plaintiff as an
6 Enhancement Award; and (d) up to \$4,990.00 allocated to Settlement Administrator Costs.

7 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
8 amount of \$116,666.67 to be paid from the Gross Settlement Amount;

9 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs in the
10 amount of \$14,698.37 to be paid from the Gross Settlement Amount;

11 (c) The Court approves payment to the Settlement Administrator for its reasonable
12 costs and fees to administer the Settlement, up to \$4,990.00 to be paid from the
13 Gross Settlement Amount;

14 (d) The Court approves payment of \$5,000.00 as an Enhancement Award to be paid to
15 Plaintiff for Plaintiff's service as a PAGA Representative; and

16 (e) Any difference from these amounts will be added to the Net Settlement Amount.

17 9. In accordance with Labor Code § 2699, of the Net Settlement Amount
18 (\$203,644.96), 75% (\$152,733.72) is allocated to the LWDA, and the remaining 25%
19 (\$50,911.24) is allocated to the Aggrieved Employees on a pro-rata basis.

20 10. The "PAGA Period" means the time period of October 31, 2021, through
21 September 22, 2024.

22 11. The Court directs Defendant to deposit the Gross Settlement Amount with the
23 Settlement Administrator within 30 days of the Effective Date.

24 12. The amount of each Aggrieved Employee's individual settlement payment will be
25 calculated as follows: twenty-five (25%) of the Net Settlement Amount shall be distributed to
26 the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods
27 worked for Defendant during the PAGA Period.
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1 13. By operation of this Order, Plaintiff shall fully, finally, and forever release and
2 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims
3 and shall be forever barred from pursuing such released claims against Defendant and the
4 Released Parties.

5 14. By operation of this Order, the State of California (including the LWDA) and
6 the Aggrieved Employees (including Plaintiff) shall for the PAGA Period fully, finally and
7 forever release and discharge Defendant and the Released Parties from any and all PAGA
8 Released Claims, as defined in the Settlement Agreement, and shall be forever barred from
9 pursuing such PAGA Released Claims against Defendant and the Released Parties.

10 15. The Court directs the Parties and the Settlement Administrator to carry out the
11 terms of the Settlement Agreement. This includes that each Aggrieved Employee will be issued
12 one check for his or her Individual Settlement Payment. Settlement Group Members shall have
13 one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks
14 after one hundred eighty (180) days will be sent to the Controller of the State of California to be
15 held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the
16 benefit of those Settlement Group Members whose checks were voided.

17 16. The Court approves of the proposed Settlement Letter attached to the Hawkins
18 Supplemental Declaration as **Exhibit 2** to be sent to Aggrieved Employees along with their
19 respective settlement check.

20 17. Under California Code of Civil Procedure section 664.6, the Court retains
21 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
22 terms and intent of the Settlement and this Order.

23 18. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven
24 (7) days of the entry of the Order.

25 19. The above-referenced action and all claims asserted by Plaintiff individually and
26 in a representative capacity are hereby dismissed with prejudice.

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2 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
3 **ENTERED ACCORDINGLY.**

4 DATED: 10/08/2025



5 THE HONORABLE CHARMAINE H.
6 BUEHNER
7 JUDGE OF THE SUPERIOR COURT

8 The Court sets a non-appearance case review concerning final compliance with this order on
9 January 16, 2026 at 8:40 a.m. The parties are to file a joint statement concerning compliance
10 with this Order 5 court days in advance of the non-appearance case review date.