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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE
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11 EMILIO ROSAS, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 FURNITURE AVE, INC., a California
17 Corporation; FURNITURE AVE CITY, a
18 California Corporation; FURNITURE CITY
19 WEST, a California Corporation; FARIS
20 ESCHEIK, an individual; FAWZI SAED, an
individual; OMAR RAHMAN, an individual;
and DOES 1 through 20, inclusive;

21 Defendants.
22

Case No.: 30-2022-01284958-CU-OE-CXC
*[Assigned to Hon. Randall J. Sherman, Dept
CX105, for all purposes]*

[PROPOSED] ORDER AND JUDGMENT

23 Plaintiff Emilio Rosas' Motion for Final Approval of the Settlement (the "Final Approval
24 Motion"), as set forth in the Class Action and PAGA Representative Action Settlement
25 Agreement and Release of Claims ("Settlement Agreement"), came for a hearing in Department
26 CX105 of the above-entitled court. The Final Approval Motion was unopposed by Defendants
27 Furniture Ave, Inc., Furniture Ave City, Furniture City West, Faris Escheik, Fawzi Saed, and
28 Omar Rahman (collectively, "Defendants").

1 Having considered the Final Approval Motion, the Settlement Agreement, the
2 Declarations, and all other materials properly before the Court and having conducted an inquiry
3 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
4 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
5 Due and adequate notice having been given to the Class, and the Court having considered the
6 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
7 comments received regarding the proposed settlement, and having reviewed the record in this
8 Action, and good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 1. The Court, for purposes of this Order and Judgment, refers to all defined terms
11 (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter over this Action, the
13 Plaintiff/Class Representative Emilio Rosas, the Class Members, Aggrieved Employees, and
14 Defendants. The Court finally appoints Plaintiff as Class Representative, and further appoints
15 Brian Mankin and Misty Lauby of Lauby Mankin Lauby LLP as Class Counsel.

16 3. For purposes of effectuating this Order and Judgment, this Court has certified the
17 following class: “All current and former nonexempt employees employed by Defendants
18 Furniture Ave, Inc., Furniture Ave City, Furniture City West in California during the Class
19 Period of October 7, 2018, through January 8, 2024.” The Court deems this definition sufficient
20 for purposes of California Rules of Court, rule 3.765(a).

21 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
22 current and former nonexempt employees employed by Defendants Furniture Ave, Inc.,
23 Furniture Ave City, Furniture City West in California during the PAGA Period of October 7,
24 2021, through January 8, 2024.”

25 5. The Court finds that the distribution of the Notice Packet, as provided for in the
26 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
27 under the circumstances to all Class Members and fully met the requirements of California law
28 and due process under the California and United States Constitution. Based on evidence and

1 other material submitted, the actual notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members
5 includes:

6 Any and all claims and/or causes of action that were or could have
7 been pled based on the facts alleged in the Complaint, including
8 but not limited to, any claim for: (a) failure to pay minimum
9 wages, (b) failure to pay overtime wages; (c) failure to provide
10 meal periods, (d) failure to provide for rest breaks, (e) failure to
11 failure to timely pay final wages, (f) failure to provide accurate
12 itemized wage statements, (g) unfair and unlawful competition,
13 and (h) all other claims for statutory penalties based on the facts or
14 claims alleged in the operative complaint. The time period
15 governing the Released Class Claims shall be the Class Period.

16 8. The Released PAGA Claims on behalf of the Aggrieved Employees includes:

17 Any and all PAGA claims and/or causes of action that were or
18 could have been pled based on the alleged facts and violations set
19 forth in the Complaint and/or the LWDA Notice, including all
20 PAGA claims seeking civil penalties that premised upon (a) failure
21 to pay minimum wages, (b) failure to pay overtime wages; (c)
22 failure to provide meal periods, (d) failure to provide for rest
23 breaks, (e) failure to failure to timely pay final wages, (f) failure to
24 provide accurate itemized wage statements, and (g) all other claims
25 for civil penalties recoverable under the Private Attorneys General
26 Act, Labor Code §§ 2698 *et seq.* based on the facts or claims
27 alleged in the operative complaint. The time period governing the
28 Released PAGA Claims shall be the PAGA Period.

9. There were no Objections and no Requests for Exclusion to the Settlement. As
such, all Class Members are Participating Class Members, who are entitled to an Individual Class
Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and
each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
Parties. The Parties are directed to perform in accordance with the terms set forth in the

1 Settlement Agreement.

2 11. The Parties are to bear their own costs, except as otherwise provided in the
3 Settlement Agreement.

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

14 13. By this Judgment, the Class Representative shall release, relinquish, and
15 discharge, and each of the Participating Class Members shall be deemed to have, and by
16 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
17 discharged all Released Class Claims, as defined in the Settlement Agreement. Likewise, the
18 Aggrieved Employees shall be bound by Released PAGA Claims.

19 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
20 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
21 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
22 Participating Class Members as an admission of, or evidence of, the validity of any of the
23 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
24 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
25 Representative or Participating Class Members as an admission of, or evidence of, any fault or
26 omission of Defendants or any of the other Released Parties in any civil, criminal, or
27 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
28 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from

1 this Action in any other action that may be brought against it or them in order to support a
2 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
3 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
4 or similar defense or counterclaim.

5 15. The Settlement Amount to be paid under the Settlement Agreement is \$408,000.
6 From this amount, Class Counsel sought a Class Counsel Fee Payment of \$136,000.00, Class
7 Counsel's litigation expenses of \$8,544.98, a Service Payment to Class Representative of \$7,500,
8 an Administrator Costs of \$11,000.00 to Phoenix Settlement Administrators, and \$30,000 to the
9 LWDA for PAGA penalties and \$10,000 to the Aggrieved Employees for PAGA Penalties.
10 Defendants do not oppose these requests. In addition, and concurrently with paying the
11 Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the
12 Wage Portion of the Individual Class Payments, which shall be reported through the
13 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
14 awards the payments set forth below from the Settlement Amount:

15 A) \$136,000.00 to Class Counsel for attorneys fees in light of the benefit
16 obtained on behalf of the Class;

17 B) \$8,544.98 to Class Counsel for litigation costs;

18 C) \$7,500 to Class Representative Emilio Rosas as a Service Payment;

19 D) \$11,000.00 to the Administrator, Phoenix Settlement Administrators;

20 E) \$30,000 to the LWDA;

21 F) \$10,000 to the Aggrieved Employees on a pro rata basis;

22 G) After deducting the foregoing payments from the Settlement Amount, the
23 remainder shall form the Net Settlement Amount payable to the Participating Class
24 Members as set forth in the Settlement Agreement and as calculated by the
25 Administrator.

26 16. The Administrator is directed to calculate the Participating Class Member's
27 Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue
28 all payments in accordance with the Settlement Agreement and this Order/Judgment.

17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [insert date], the Superior Court of California for the County of Orange entered Judgment in the case entitled *Rosas v. Furniture Ave, Inc., et al.*, pending in Superior Court of the State of California, County of Orange, Case No. 30-2022-01284958-CU-OE-CXC, on behalf of all current and former nonexempt employees employed by Defendants Furniture Ave, Inc., Furniture Ave City, Furniture City West in California during the Class Period of October 7, 2018, through January 8, 2024.”

18. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office for the State of California in the name of the person.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

January 17, 2025	Final Approval Order is entered and the Effective Date occurs
10 Days After the Effective Date	<u>Payment #1 Due:</u> Defendants are ordered to fund one-third (33.334%) of the Settlement Amount (plus Defendants’ share of payroll taxes owed on Individual Class Payments), which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-third (33.334%) of the Court-awarded amounts.
10 Days After Receipt of Payment #1	Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-third (33.333%) of the Court-awarded amounts.

April 8, 2025	<u>Payment #2 Due:</u> Defendants are ordered to fund one-third (33.333%) of the Settlement Amount (plus Defendants' share of payroll taxes owed on Individual Class Payments).
April 18, 2025	Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-third (33.333%) of the Court-awarded amounts.
December 8, 2025	<u>Payment #3 Due:</u> Defendants are ordered to fund the final one-third (33.333%) of the Settlement Amount (plus Defendants' share of payroll taxes owed on Individual Class Payments).
December 18, 2025	Administrator is directed to disburse Payment #3 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-third (33.333%) of the Court-awarded amounts.
June 16, 2026	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
15 Court Days before Disbursement Hearing	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the date payment was issued to the State Controller.
Date: _____, 2027 Time: _____ a.m.	Disbursement Hearing

20. In the event that Defendants fail to timely make any payment outlined above within 5 calendar days of the due date, Class Counsel shall send a "Notice of default" to Defense

1 Counsel. Defendants will then have seven (7) calendar days after issuance of the notice of
2 default to cure and bring all payments up to the current required amount due. If Defendants to
3 timely cure the late payment, all remaining balances shall immediately become due and payable.

4 21. This document shall constitute a Judgment for purposes of California Rule of
5 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
6 Class Representative, the Class Members, Aggrieved Employees, and Defendants for the
7 purposes of supervising the implementation, enforcement, construction, administration, and
8 interpretation of the Settlement Agreement and this Judgment.

9 IT IS SO ORDERED.

10 Dated: _____

Hon. Randall J. Sherman