

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EMILIO ROSAS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

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

Defendants.

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

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

Complaint filed: October 7, 2022

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1 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
2 review of the papers submitted by Plaintiff, the Court preliminarily finds that the Settlement is
3 the result of arms-length negotiations conducted after the Parties adequately investigated and
4 became familiar with the strengths and weaknesses of the claims. The assistance of an
5 experienced mediator in the Settlement process supports the Court's preliminary conclusion that
6 the Settlement is non-collusive.

7 3. For settlement purposes only, the Court preliminarily finds that the proposed
8 Class is ascertainable and that there is a sufficiently defined community of interest among the
9 Class Members in questions of law and fact. The Court, therefore, conditionally certifies the
10 following Class, for settlement purposes only:

11 All current and former nonexempt employees employed by
12 Defendants Furniture Ave, Inc., Furniture Ave City, Furniture City
13 West in California during the Class Period.

14 4. Additionally, the "Aggrieved Employees" are defined to include: "all current and
15 former nonexempt employees employed by Defendants Furniture Ave, Inc., Furniture Ave City,
16 Furniture City West in California during the PAGA Period."

17 5. As set forth in the Settlement Agreement and as relevant to Class and Aggrieved
18 Employees definitions: (a) "Class Period" means the period of October 7, 2018 through
19 January 8, 2024, and (b) "PAGA Period" means the period of October 7, 2021 through
20 January 8, 2024.

21 6. For settlement purposes only, the Court appoints Plaintiff Emilio Rosas as Class
22 Representative, and Brian Mankin and Misty Lauby as Class Counsel.

23 7. The Court preliminarily appoints Phoenix Settlement Administrators to act as the
24 Administrator, and preliminarily approves administrative costs not to exceed \$11,000 out of the
25 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

26 8. The Court preliminarily approves the following payments from the Settlement
27 Amount:

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- a. \$136,000.00 to Class Counsel for attorneys' fees (not to exceed 1/3 of the Settlement Amount);
- b. \$20,000.00 to Class Counsel for litigation costs (not to exceed);
- c. \$7,500.00 to Plaintiff as a Class Representative Service Payment (not to exceed);
- d. \$11,000.00 to the Administrator, Phoenix Settlement Administrators (not to exceed);
- e. \$40,000 for PAGA penalties (\$30,000 to the LWDA);

9. The Court approves, as to form and content, the Notice Packet (which includes the Notice, Request for Exclusion Form and Objection Form) attached hereto as **Exhibit B**. The Court further finds that the Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Plaintiff's and Class Counsel's applications for the Class Representative Service Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to determine the Class Member's Individual Class Payment and Individual PAGA Payment; (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. Counsel for the Parties are authorized to correct any typographical errors and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents.

10. The Court approves the procedure for Class Members to participate in, request exclusion from or object to the Settlement, as set forth in the Settlement Agreement and the Notice.

11. The Court finds that the deadlines and method set forth in the Settlement Agreement for the mailing of the Notice meet the requirements of due process, provide the best

notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law and due process.

12. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members not later than 10 days after it receives the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement. The Administrator is directed to attach all disputes, objections and opt-outs it receives to its declaration of due diligence.

13. All Class Members who do not timely submit a Request for Exclusion Form shall be bound by the Class Settlement. Any Class Member who wishes to dispute the number of Workweeks he or she worked during the Class Period and/or the PAGA Period as listed on the Notice, comment on or object to the Settlement or who elects not to participate in the Class Settlement has until 45 days after the mailing of the Notice Packet to submit a dispute, objection, or Request for Exclusion, pursuant to the procedures set forth in the Notice. Alternatively, a Class Member may orally object at the Final Approval Hearing, regardless of whether a written objection was filed.

14. Aggrieved Employees cannot opt out of the PAGA Settlement, and all Aggrieved Employees will receive an Individual PAGA Payment if the Settlement is approved.

15. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the California State Controller’s Unclaimed Property Fund in the name of the Participating Class Member or PAGA Settlement Employee, as set forth in the Settlement Agreement.

16. The following dates shall govern for purposes of this settlement:

August 30, 2024	Preliminary Approval (PA) hearing
September 30, 2024 (30 days after PA)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.

November 14, 2024 (45 days after mailing Notice)	Deadline for Class Members to submit Disputes, Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: January 17, 2025 Time: 10:00 a.m.	[Proposed] Final Approval Hearing Date

17. A Final Approval Hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court, including considering any objections from Class Members; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. If the Court continues the Final Approval Hearing, the new hearing date and time shall be posted on the Administrator's website.

18. Filed concurrently with the Motion for Final Approval, Class Counsel shall file with the Court and serve a declaration by the Administrator specifying the due diligence undertaken with regard to the mailing of the Notice Hearing and proof of mailing with regard to the mailing of the Notice Packet.

19. Class Counsel shall file and Defendants' Counsel may file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment, Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

20. Participating Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Administrator either at or prior to the

1 Court's Final Approval Hearing. Alternatively, a Class Member may object in person or through
2 their designated counsel at the Final Approval Hearing even if no prior written objection is made
3 or if an invalid written objection was submitted. The Parties may file a response to any written
4 objections submitted by Participating Class Members either at or prior to the Final Approval
5 Hearing.

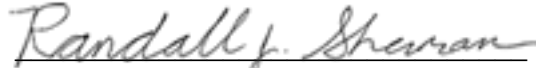
6 21. This Settlement is not a concession or admission and shall not be used against
7 Defendants or any of the Released Parties as an admission or indication with respect to any claim
8 of fault or omission by Defendants or any of the Released Parties. Whether or not the Settlement
9 is finally approved, neither the Settlement nor any document, statement, proceeding or conduct
10 related to the Settlement, nor any reports or accounts thereof, shall in any event be may be
11 construed or used as an admission by or against Defendants or any of the Released Parties of any
12 fault, wrongdoing or liability whatsoever. The Court's findings are for purposes of conditionally
13 certifying a Class in the context of this Settlement and will not have any claim or issue or
14 evidentiary preclusion or estoppel effect in any other action against the Released Parties or in
15 this litigation if the Settlement is not finally approved. If for any reason the Court does not
16 execute and file a Final Approval Order, or if the Effective Date, as defined in the Settlement
17 Agreement, does not occur for any reason whatsoever, the Settlement Agreement shall be null
18 and void and any order entered by the Court in furtherance of the Settlement shall be treated as
19 void from the beginning. In such even, the Parties shall be returned to their respective statuses as
20 of the date and time immediately prior to the execution of this Settlement Agreement and the
21 Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

22 22. The Court may, for good cause shown, extend any of the deadlines set forth in
23 this Order.

24 23. In the event that the Settlement Agreement does not receive final approval or the
25 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
26 shall be vacated.
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1 24. Pending the Final Approval Hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed.

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5 Dated: **August 30, 2024**


Hon. Randall J. Sherman
Judge of the Superior Court