

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 24 2021

BY *Christian Hernandez*
CHRISTIAN HERNANDEZ, DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

FEDERICO MENDOZA, individually and on behalf of all others similarly situated

Plaintiffs,

vs.

UNITED FURNITURE INDUSTRIES CA, INC.; and DOES 1 through 20, inclusive, Defendants.

Case No. CIVDS1930826

*Assigned for all purposes to:
Hon. David Cohn
Dept. S26*

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

Date: August 24, 2021
Time: 10:00 a.m.
Dept: S26

FILED

1 This matter came on for hearing on August 24, 2021, at 10:00 a.m., in Department S26
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed April 1, 2021 and the Joint Stipulation of Settlement Between Plaintiff on Behalf
5 of Himself and All Others Similarly Situated and Defendant ("Settlement Agreement"), a copy
6 of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of Class
7 Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard April 1, 2021 and
11 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
12 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

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

27 3. With respect to the Settlement Class and for purposes of approving this Settlement
28 only, this Court finds and concludes that: (a) the members of the Settlement Class are

1 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
2 of law or fact common to the Settlement Class, and there is a well-defined community of interest
3 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
4 claims of Class Representative Federico Mendoza are typical of the claims of the members of the
5 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
6 the members of the Settlement Class; (e) a class action is superior to other available methods for
7 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
8 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
9 individual and representative capacities for the Class.

10 4. The Court has certified a Settlement Class, as that term is defined in and by the
11 terms of the Settlement Agreement as all current and former non-exempt employees who are or
12 were employed by Defendant United Furniture Industries CA, Inc. in California at any time
13 during the Class Period of October 15, 2015, through November 29, 2020. The Court deems this
14 definition sufficient for purposes of California Rule of Court 3.765(a).

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

16 6. The Court hereby confirms Plaintiff Federico Mendoza as the Class
17 Representative in this Action.

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

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

5 9. The Court finds and determines that the Individual Settlement Payments to be paid
6 to participating Settlement Class Members as provided for by the Settlement are fair and
7 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
8 be made to the participating Settlement Class Members in accordance with the Settlement
9 Agreement.

10 10. The Court finds and determines that payment to the California Labor and
11 Workforce Development Agency of \$22,500.00 as its share of the settlement of civil penalties in
12 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
13 that the payment of that amount be paid in accordance with the Settlement Agreement.

14 11. The Court finds and determines that the fees and expenses in administrating the
15 Settlement incurred by Phoenix Settlement Administrators, in the amount of \$13,500.00, are fair
16 and reasonable. The Court hereby gives final approval to and orders that the payment of that
17 amount in accordance with the Settlement.

18 12. The Court finds and determines the Class Representative Enhancement Payment
19 of \$10,000.00 to Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
20 make these payments to the Plaintiff/Class Representative in accordance with the terms of the
21 Settlement Agreement.

22 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
24 in the sum of \$416,666.66 and litigation costs of \$14,451.36. The Court finds such amounts to
25 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
26 payments in accordance with the terms of the Settlement Agreement.

27 14. In accordance with California Rule 3.771(b), the Parties are ordered to give
28 notice of this Judgment to all Class Members through the Settlement Administrator's website.

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

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

7 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
8 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
9 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
10 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
11 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
12 be construed as an admission or concession by or against Defendant or any related person or
13 entity.

14 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
15 under the Settlement or under this order, including the requirement that Defendant makes
16 payment to the participating Settlement Class Members in accordance with the Settlement.

17 19. Upon completion of administration of the Settlement, the Settlement
18 Administrator will provide written certification of such completion to the Court and counsel for
19 the Parties which shall be filed with the Court five (5) court days before the non-appearance
20 compliance hearing set for ~~May 27, 2022 at 10:00 a.m.~~ ^{9:00} [or 8/24/23, 2022 at ~~10:00~~ a.m.],
21 in Dept. S26.

22 20. The Court hereby enters final judgment in accordance with the terms of the
23 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
24 filed on April 1, 2021, and this Order.

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

DATED: 8/24, 2021

David Cohn

Honorable David Cohn
JUDGE OF THE SUPERIOR COURT