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14	SUPERIOR COURT OF	F THE STATE OF CALIFORNIA
15	FOR THE COU	INTY OF LOS ANGELES
16		
17	MURIEL WINTER, as an individual and on behalf of all others similarly situated,	Case No.: 19STCV26770
18	Plaintiff,	[Assigned for all purposes to Hon. Daniel J.
19	Traintiff,	Buckley, Dept. SSC-1]
20	VS.	<del>-{PROPOSED}</del> FINAL JUDGMENT
21	SIMPLY DISCOUNT FURNITURE OF SANTA CLARITA, INC., a California	Date: October 25, 2021 Time: 10:30 a.m.
22	corporation; SIMPLY DISCOUNT FURNITURE OF SANTA CLARITA, INC.,	Dept.: SSC-1
23	a California corporation dba FURNITURE	Complaint Filed: August 1, 2019
24	NOW, and DOES 1 through 100, inclusive,	Trial Date: None Set
	Defendants.	
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[PROPOSED] FINAL JUDGMENT

This matter came on regularly for hearing before this Court on October 25, 2021, pursuant to California Rule of Court 3.769 and this Court's June 14, 2021 Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Amended Stipulation of Settlement,<sup>1</sup> ("Settlement")<sup>2</sup> and the documents and evidence presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class Action Settlement. The Settlement Class is defined as:

All current and former non-exempt, hourly, employees of Defendant Simply Discount Furniture of Santa Clarita, Inc. dba Furniture Now who worked in California from August 1, 2015 through June 14, 2021.

- 2. The Class Period is defined as August 1, 2015 through June 14, 2021.
- 3. Plaintiff Muriel Winter is hereby confirmed as Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.
- 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and manner of notice were approved by the Court on June 14, 2021, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.
- 5. The Court finds that no Settlement Class member objected to the Settlement, that zero (0) class members have opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

<sup>&</sup>lt;sup>1</sup> The Amended Stipulation of Settlement is attached to the Supplemental Declaration of Elizabeth Nguyen in support of Motion for Preliminary Approval of Class Action Settlement as Exhibit 2.

<sup>&</sup>lt;sup>2</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

- 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.
- 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.
- 8. The Court orders that Defendant deposit the Gross Settlement Amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) with Phoenix Settlement Administrators ("Phoenix"), the Settlement Administrator as provided for in the Settlement.
- 9. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.
- 10. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Muriel Winter is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.
- 11. The Court finds that attorneys' fees in the amount of \$23,333.33 and litigation costs of \$18,639.13 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

- 12. The Court orders that the Settlement Administrator shall be paid \$3,650.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.
- 13. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$1,500.00 for its share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.
- 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant. separately from, and in addition to, the Gross Settlement Amount.
- 15. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.
- 16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order, by virtue of this Judgment, Plaintiff and every member of the Settlement Class will fully and forever fully release and discharge Defendant, and its past and present officers, directors, shareholders, managers, employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from claims, demands, rights, liabilities and causes of action that were pled in the operative Second Amended Complaint in the Action, or which could have been pled in the operative Second Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period, with respect to the following claims: (a) failure to provide meal periods, or premium pay for non-complaint meal periods; (b) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (c) failure to provide accurate, itemized wage statements; (d) failure to timely pay all wages upon separation of employment; and (e) all claims for

unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, "Released Claims"). The time period of the Released Claims shall be the same time period as the Class Period.

- 17. All current and former non-exempt, hourly, employees of Defendant Simply Discount Furniture of Santa Clarita, Inc. dba Furniture Now who worked for Defendant in California at any time between August 1, 2018 and June 14, 2021 (collectively "PAGA Employees"), will release and forever discharge all claims, demands, rights, liabilities and causes of action for penalties under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on the allegations in the letters to the Labor & Workforce Development Agency ("LWDA") August 1, 2019 and November 19, 2020 and PAGA cause of action asserted in the operative Second Amended Complaint for: (a) failure to provide meal periods, or premium pay for non-compliant meal periods; (b) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (c) failure to provide accurate, itemized wage statements; and (d) failure to timely pay all wages upon separation of employment. (collectively "PAGA Release"). The PAGA Period and the time period of the PAGA Release is defined as the time period of August 1, 2018 through June 14, 2021.
- 18. Plaintiff and Defendant shall be bound by a complete and general release of claims against each other and shall also be bound by a Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. Notwithstanding the foregoing, Plaintiff and Defendant each understand that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

19. The releases identified herein shall be null and void should the Settlement not be fully funded.

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20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment."

21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

## JUDGMENT IS SO ENTERED.

Dated: 10/25/2021 .2021



Honorable Daniel J. Buckley Judge of the Superior Court Daniel J. Buckley / Judge