

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

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

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

12 2. The Class Period is defined as August 1, 2015 through June 14, 2021.

13 3. Plaintiff Muriel Winter is hereby confirmed as Class Representative, and Scott M.
14 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
15 Group, APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
17 manner of notice were approved by the Court on June 14, 2021, and the notice process has been
18 completed in conformity with the Court’s Order. The Court finds that said notice was the best notice
19 practicable under the circumstances. The Class Notice provided due and adequate notice of the
20 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
21 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
22 3.769, and due process.

23 5. The Court finds that no Settlement Class member objected to the Settlement, that zero
24 (0) class members have opted out of the Settlement, and that the 100% participation rate in the
25 Settlement supports final approval.

26 ¹ The Amended Stipulation of Settlement is attached to the Supplemental Declaration of Elizabeth Nguyen in
27 support of Motion for Preliminary Approval of Class Action Settlement as Exhibit 2.

28 ² Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in
the Settlement.

1 12. The Court orders that the Settlement Administrator shall be paid \$3,650.00 from the
2 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
3 finds that sum appropriate.

4 13. The Court finds that the payment to the California Labor & Workforce Development
5 Agency (“LWDA”) in the amount of \$1,500.00 for its share of the settlement of Plaintiff’s representative
6 action under the California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable,
7 and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in
8 conformity with the terms of the Settlement.

9 14. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
10 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant. separately from,
11 and in addition to, the Gross Settlement Amount.

12 15. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
14 released the Released Claims as set forth in the Settlement, and will be permanently barred from
15 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order,
17 by virtue of this Judgment, Plaintiff and every member of the Settlement Class will fully and forever
18 fully release and discharge Defendant, and its past and present officers, directors, shareholders,
19 managers, employees, agents, principals, spouses, heirs, representatives, accountants, auditors,
20 consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and
21 attorneys (collectively the “Released Parties”), from claims, demands, rights, liabilities and causes of
22 action that were pled in the operative Second Amended Complaint in the Action, or which could have
23 been pled in the operative Second Amended Complaint in the Action based on the factual allegations
24 therein, that arose during the Class Period, with respect to the following claims: (a) failure to provide
25 meal periods, or premium pay for non-compliant meal periods; (b) failure to authorize and permit rest
26 periods, or premium pay for non-complaint rest periods; (c) failure to provide accurate, itemized wage
27 statements; (d) failure to timely pay all wages upon separation of employment; and (e) all claims for
28

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

4 17. All current and former non-exempt, hourly, employees of Defendant Simply Discount
5 Furniture of Santa Clarita, Inc. dba Furniture Now who worked for Defendant in California at any time
6 between August 1, 2018 and June 14, 2021 (collectively “PAGA Employees”), will release and forever
7 discharge all claims, demands, rights, liabilities and causes of action for penalties under the California
8 Labor Code Private Attorneys General Act of 2004 against the Released Parties based on the allegations
9 in the letters to the Labor & Workforce Development Agency (“LWDA”) August 1, 2019 and November
10 19, 2020 and PAGA cause of action asserted in the operative Second Amended Complaint for: (a) failure
11 to provide meal periods, or premium pay for non-compliant meal periods; (b) failure to authorize and
12 permit rest periods, or premium pay for non-complaint rest periods; (c) failure to provide accurate,
13 itemized wage statements; and (d) failure to timely pay all wages upon separation of employment.
14 (collectively “PAGA Release”). The PAGA Period and the time period of the PAGA Release is defined
15 as the time period of August 1, 2018 through June 14, 2021.

16 18. Plaintiff and Defendant shall be bound by a complete and general release of claims
17 against each other and shall also be bound by a Section 1542 release and waiver of all claims known
18 and unknown, without exception, except as may be prohibited by law. Notwithstanding the foregoing,
19 Plaintiff and Defendant each understand that this release includes unknown claims, which includes
20 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

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

1 20. This document shall constitute a final judgment pursuant to California Rule of Court
2 3.769(h), which provides, “If the court approves the settlement agreement after the final approval
3 hearing, the court must make and enter judgment. The judgment must include a provision for the
4 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may
5 not enter an order dismissing the action at the same time as, or after, entry of judgment.”

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

8 **JUDGMENT IS SO ENTERED.**

9
10 Dated: 10/25/2021, ~~2021~~



Daniel J. Buckley

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