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**FILED**  
Superior Court of California  
County of Los Angeles  
**03/21/2024**

David W. Slayton, Executive Officer / Clerk of Court  
By:           I. Arellanes           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

JOSE CARLOS MARTINEZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

R C FURNITURE, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV00874

*[Assigned for All Purposes to Hon. Kenneth R. Freeman, SSC-14]*

**REVISED ~~PROPOSED~~ FINAL JUDGMENT**

Action Filed: January 7, 2021  
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 7, 2024, pursuant  
2 to California Rule of Court 3.769 and this Court’s September 20, 2023 Order Granting  
3 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having  
4 considered the parties’ Class Action and PAGA Settlement Agreement and Class Notice (the  
5 “Settlement”)<sup>1</sup> and the documents and evidence presented in support thereof, and the  
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

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

10 All individuals who were employed by Defendant R C Furniture, Inc. and classified  
11 as hourly, non-exempt employees at any time between January 7, 2017 through  
12 November 7, 2022.

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

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The  
17 form and manner of notice were approved by the Court on September 20, 2024 and the notice  
18 process has been completed in conformity with the Court’s Order. The Court finds that said  
19 notice was the best notice practicable under the circumstances. The Class Notice provided due  
20 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class  
21 members of their rights, and fully satisfied the requirements of California Code of Civil  
22 Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement and  
24 no Settlement class member has opted out of the Settlement, and that the 100% participation rate  
25 in the Settlement supports final approval.

26 \_\_\_\_\_  
27 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that  
28 assigned to them in the Settlement.

1           5.     The Court hereby approves the settlement as set forth in the Settlement  
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement  
3 Agreement according to its terms.

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

13           7.     The Court orders that RC Furniture, Inc. deliver the Gross Settlement Amount of  
14 \$825,000.00 to Phoenix Settlement Administrators, the Settlement Administration, within fifteen  
15 (15) calendar days of this Order, as provided for in the Settlement.

16           8.     The Court finds that the settlement payments, as provided for in the Settlement,  
17 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the  
18 individual payments in conformity with the terms of the Settlement.

19           9.     The Court finds that a service payment in the amount of \$7,500.00 for Plaintiff  
20 Jose Carlos Martinez is appropriate for his risks undertaken and service to the Settlement Class.  
21 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement  
22 Administrator make this payment in conformity with the terms of the Settlement.

23           10.    The Court finds that attorneys' fees in the amount of \$275,000.00, and actual  
24 litigation costs of \$15,167.60 for Class Counsel, are fair, reasonable, and adequate, and orders  
25 that the Settlement Administrator distribute these payments to Class Counsel in conformity with  
26 the terms of the Settlement.

1           11.     The Court orders that the Settlement Administrator shall be paid \$7,750.00 from  
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this  
3 matter, and finds that sum appropriate.

4           12.     The Court finds that the payment to the California Labor & Workforce  
5 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of  
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act  
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute  
8 this payment to the LWDA in conformity with the terms of the Settlement.

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

12           14.     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  
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred  
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16           15.     Upon satisfaction of all obligations under the Settlement and the Final Approval  
17 Order, by virtue of this Judgment, Plaintiff and all Class Members shall fully release and  
18 discharge : Defendant and each of its former and present directors, officers, shareholders,  
19 owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries, (collectively the  
20 “Released Parties”), from all class claims and/or causes of action pled or could have been pled  
21 based on the factual allegations contained in the Operative Complaint or Plaintiff’s Class Action  
22 which occurred during the Class Period, including all claims for: (i) failure to pay minimum  
23 wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to  
24 authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi)  
25 failure to timely pay all wages upon termination; and (vii) all claims for unfair competition  
26 arising from (i) through (vi) above. Except as expressly set forth in this Agreement, Participating  
27 Class Members do not release any other claims, and expressly exclude all other claims, including  
28

1 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing  
2 Act, unemployment insurance, disability, social security, workers' compensation, or class claims  
3 based on facts occurring outside the Class Period.

4 16. Aggrieved Employees, including Plaintiff, which means all individuals who were  
5 employed by Defendant in California and classified as hourly, non-exempt employees at any  
6 time between January 7, 2020 through November 7, 2022, and the LWDA are deemed to release,  
7 on behalf of themselves and their respective former and present representatives, agents,  
8 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA  
9 claims pled or could have been pled based on the factual allegations contained in the Operative  
10 Complaint and/or PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the  
11 Aggrieved Employees, The Released PAGA Claims do not include, and expressly exclude, other  
12 PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful  
13 termination, discrimination, unemployment insurance, disability, social security, worker's  
14 compensation, and PAGA claims outside of the PAGA Period.

15 17. In light of the Class Representative Service Payment, Plaintiff and his respective  
16 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors,  
17 and assigns generally, release and discharge Released Parties from all claims, transactions, or  
18 occurrences that occurred during the Class Period, including, but not limited to: (a) all claims  
19 that were, or could have been, alleged, based on the facts contained, in the Operative Complaint,  
20 Plaintiff's Class Action and/or Plaintiff's PAGA Action and (b) all PAGA claims that were, or  
21 could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's  
22 PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions  
23 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,  
24 disability benefits, social security benefits, or workers' compensation benefits that arose at any  
25 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may  
26 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows  
27 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain  
28

1 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery  
2 of them. For purposes of Plaintiff's Release herein above and Plaintiff's release of other claims  
3 herein below, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if  
4 any, of section 1542 of the California Civil Code, which reads:

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

10 18. The releases identified herein will only be effective on the date that Defendant  
11 fully funds the Gross Settlement Amount and its share of the employer taxes.


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

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

20  
21 **JUDGMENT IS SO ENTERED.**

22  
23 Dated: 03/21/2024, ~~2024~~



24   
25 Honorable Kenneth R. Freeman  
26 Judge of the Superior Court  
27 Kenneth R. Freeman / Judge  
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