

**FILED**  
San Diego Superior Court

FEB 27 2026

By: S. Christensen, Deputy

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12 SANDRA YESSENIA GONZALEZ-NUNO, on behalf of themselves  
13 and all others similarly situated and aggrieved,  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN DIEGO**

JENNEFER JEAN WELCH, an individual,  
and on behalf of all others similarly situated,  
and on behalf of all other aggrieved employees  
under the Labor Code Private Attorneys  
General Act of 2004,

Plaintiff,

v.

HOOKER FURNISHINGS CORPORATION.,  
a Virginia corporation; WES STEWART, as  
an individual; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 37-2023-00007633-CU-OE-CTL

[Assigned for all purposes to the Hon. Judy S.  
Bae in Dept. C-62]

~~PROPOSED~~ JUDGMENT

1 JUDGMENT

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action  
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion  
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final  
6 Approval”) and the parties’ Joint Stipulation Re: Settlement of Class and Representative Actions  
7 (“Settlement,” “Agreement” or “Settlement Agreement”). All terms used herein shall have the same  
8 meaning as defined in the Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all  
10 current and former Sunset West employees of Hooker Furnishings Corporation and/or Sunset  
11 HWM, LLC, who were employed in a non-exempt, hourly-paid position in California and who  
12 received wages for hours worked at any time during the period from February 22, 2019 through July  
13 16, 2024 (“Class Period”).

14 3. “Aggrieved Employees” means all all current and former Sunset West employees of  
15 Hooker and/or Sunset HWM, LLC, who were employed in a non-exempt, hourly-paid position in  
16 California and who received wages for hours worked at any time during the period from June 18,  
17 2022 through the end of the Class Period (“PAGA Period”).

18 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected  
19 to the Settlement, and zero (0) submitted any Workweek disputes.

20 5. “Effective Date” is the date on which the Settlement Agreement shall become effective,  
21 and when the settlement is considered to be Final. For purposes of the Settlement Agreement,  
22 “Effective Date” and “Final” mean: (i) in the event that the Settlement has received Final Approval  
23 by the Court, and regardless of whether any timely objections thereto have been filed or withdrawn,  
24 then sixty-five (65) calendar days after the Court’s issuance of the Final Approval Order without a  
25 timely appeal being filed; or, (ii) in the event that a timely appeal of the Court’s Final Approval  
26 Order has been filed, then the Settlement Agreement shall be “Final” when the applicable appellate  
27 court has rendered a final decision or opinion affirming the Court’s Final Approval Order without  
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1 material modification, and the applicable date for seeking further appellate review has passed  
2 without further appellate review being sought.

3 6. Within ten (10) business days following the occurrence of the later of (a) the Effective  
4 Date of the Settlement as defined above and (b) receipt by Hooker’s counsel of instructions for  
5 wiring the funds from the Settlement Administrator, Hooker shall remit payment of the Gross  
6 Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and  
7 Employer Taxes (as that term is defined herein) to the Settlement Administrator pursuant to Internal  
8 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account  
9 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this  
10 Agreement and the Court’s Orders and subject to the conditions described in the Agreement.

11 7. Within fifteen (15) calendar days after payment of the full Gross Settlement Amount  
12 and Employer Taxes by Hooker, or as soon thereafter as practicable, the Settlement Administrator  
13 shall distribute Payments from the QSA for: (1) the Service Awards to Plaintiffs as approved by the  
14 Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as approved by the  
15 Court; (3) the Settlement Administrator Costs, as approved the Court; (4) the LWDA Payment, as  
16 approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance  
17 remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments  
18 shall be made to Participating Class Members, less applicable taxes and withholdings.

19 8. Participating Class Members will receive an Individual Settlement Payment and  
20 Aggrieved Employees will receive an Individual PAGA Payment as applicable. Individual  
21 Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for  
22 one hundred and eighty (180) calendar days after the date of their issuance. In the event that any  
23 checks mailed to Participating Class Members and/or Aggrieved Employees are not cashed,  
24 deposited, or otherwise negotiated within the 180-day period, then the checks shall be sent to the  
25 California State Controller’s Office Unclaimed Property Fund in the name of the individual, and  
26 such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement  
27 and the Final Approval Order. Thus, there shall be no “Unpaid Residue” subject to the requirements  
28 of California Code of Civil Procedure section 384.

1           9.       Effective only upon the entry of the Order Granting Final Approval, entry of this  
2 Judgment, and payment by Hooker to the Settlement Administrator of the full Gross Settlement  
3 Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating  
4 Class Members release the Released Parties of any and all claims that have been or could reasonably  
5 have been asserted based on the factual allegations in the Operative Complaint as follows: For the  
6 duration of the Class Period, the release includes, for Participating Class Members: all claims for  
7 failure to pay (or properly pay) overtime wages; all claims for failure to pay minimum or other  
8 wages for all hours worked; all claims for failure to provide meal periods or compensation in lieu  
9 thereof (including, without limitation, break premiums); all claims for failure to provide rest periods  
10 or compensation in lieu thereof (including, without limitation, break premiums); all claims for  
11 failure to pay all wages due upon separation from employment; all claims for failure to issue accurate  
12 wage statements; all claims for failure to timely pay wages during employment; all claims asserting  
13 a failure to properly reimburse employees for business-related expenses; all claims for violation of  
14 Labor Code section 227.3 with respect to the payment of vacation wages; all claims for violation of  
15 Labor Code section 246 *et seq.* with respect to any failure to permit the use or properly pay sick  
16 leave; all claims asserted through California Business & Professions Code section 17200, *et seq.*  
17 arising out of the Labor Code violations referenced in the FAC; and all claims for relief, including  
18 damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys’ fees, interest,  
19 costs, and any other kind of relief whatsoever that could be sought based on the factual allegations  
20 and theories of liability asserted in the FAC (the “Class Released Claims”). The Parties additionally  
21 agree that the Class Released Claims shall include the release of claims under the federal Fair Labor  
22 Standards Act (“FLSA”) pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

23           10.       Effective only upon the entry of the Order Granting Final Approval, entry of this  
24 Judgment, and payment by Hooker to the Settlement Administrator of the full Gross Settlement  
25 Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs, the Aggrieved  
26 Employees, and, to the extent permitted by law, the State of California, release the Released Parties  
27 for the duration of the PAGA Period from all claims alleged in the PAGA Notice and the FAC for  
28 PAGA civil penalties pursuant to Labor Code section 2699 *et seq.* in connection with alleged


1 violations of Labor Code sections 96(k), 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223,  
2 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510,  
3 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2802,  
4 2810.5, 3366, 3457, 6401, 6402, 6403, 6409, 6409.6, 6432 and 8397.4, Cal. Code Regs, title 8,  
5 sections 3395 and 11040 (5)(A), Cal. Gov't Code section 12952, including for alleged: (1) failure  
6 to pay (or properly pay) overtime wages; (2) failure to pay minimum or other wages for all hours  
7 worked; (3) failure to provide meal periods or compensation in lieu thereof (including, without  
8 limitation, break premiums); (4) failure to provide rest periods or compensation in lieu thereof  
9 (including, without limitation, break premiums); (5) failure to pay all wages due upon separation  
10 from employment; (6) failure to issue accurate wage statements; (7) failure to timely pay wages  
11 during employment; (8) failure to properly reimburse employees for business-related expenses;  
12 (9) violations of Labor Code section 227.3 with respect to the payment of vacation wages;  
13 (10) failure to maintain and/or produce payroll and time records; (11) payment of wages via non-  
14 compliant instruments; (12) failure to provide Labor Code section 2810.5 notices; (13) failure to  
15 provide or properly pay for sick leave; (14) failure to provide weekly pay to temporary workers;  
16 (15) failure to provide suitable seating; (16) whistleblower retaliation; (17) failing to comply with  
17 COVID-19-related notice requirements; (18) failure to provide safety devices/safeguards;  
18 (19) failure to keep adequate sanitation facilities; (20) requiring employees to sign unlawful  
19 agreements; (21) unlawful pre-employment inquiries and background checks; and (22) unlawful  
20 reliance on salary history in making hiring and compensation offers (the "PAGA Released Claims"),  
21 as set forth in Plaintiff's PAGA Notice. The Class Released Claims and PAGA Released Claims  
22 shall be collectively referred to herein as the "Released Claims."

23 11. The "Released Parties" shall include: Hooker (including without limitation, Wes  
24 Stewart and Sunset HWM, LLC) and each of their past, present, and future respective subsidiaries,  
25 dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of  
26 any nature and their successors and predecessors in interest, including all of their officers, directors,  
27 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,  
28 consultants, attorneys, administrators, fiduciaries, trustees, and agents.

1        12.        This document shall constitute a Judgment for purposes of California Rules of Court,  
2 Rule 3.769(h).

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

4 Dated: 2/27, 2026

  
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Judge of the Superior Court  
**JUDY S. BAE**

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