

FEB 27 2026

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11 Attorneys for Plaintiffs, JENNEFER JEAN WELCH and
12 SANDRA YESSÉNIA GONZÁLEZ-NUNO, on behalf of themselves
13 and all others similarly situated and aggrieved,
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

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

22 Plaintiff,

23 v.

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

28 Defendants.

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

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

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court on February 27, 2026 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re:
4 Settlement of Class and Representative Actions (“Settlement,” “Agreement” or “Settlement
5 Agreement”) submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement; and due and adequate notice having been given to the Class
7 Members as required in the Preliminary Approval Order; and the Court having considered all papers
8 filed and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement;
11 Enhancement Awards; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. The definitions set out in the Settlement Agreement are incorporated by reference into
13 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
14 Settlement Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
18 “Settlement Class Members” or “Class Members”): all current and former Sunset West employees
19 of Hooker Furnishings Corporation (“Hooker” or “Defendant”) and/or Sunset HWM, LLC, who
20 were employed in a non-exempt, hourly-paid position and who received wages for hours worked in
21 California at any time during the period from February 22, 2019 through July 16, 2024 (“Class
22 Period”).

23 5. “Plaintiffs” refers to plaintiffs Jennefer Jean Welch and Sandra Yessenia Gonzalez-
24 Nuno.

25 6. The parties released shall include: Hooker (including without limitation, Wes Stewart
26 and Sunset HWM, LLC) and each of their past, present, and future respective subsidiaries, dba’s,
27 affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any
28 nature and their successors and predecessors in interest, including all of their officers, directors,

1 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
2 consultants, attorneys, administrators, fiduciaries, trustees, and agents.

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

25 8. Effective only upon the entry of an Order granting Final Approval of the Settlement,
26 entry of Judgment, and payment by Hooker to the Settlement Administrator of the full Gross
27 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs, the
28 Aggrieved Employees, and, to the extent permitted by law, the State of California, release the

1 Released Parties for the duration of the PAGA Period from all claims alleged in the PAGA Notice
2 and the FAC for PAGA civil penalties pursuant to Labor Code section 2699 *et seq.* in connection
3 with alleged violations of Labor Code sections 96(k), 98.6, 201, 201.3, 202, 203, 204, 210, 212,
4 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 404, 432, 432.3, 432.5, 432.6,
5 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5,
6 1198.5, 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409, 6409.6, 6432 and 8397.4, Cal.
7 Code Regs, title 8, sections 3395 and 11040 (5)(A), Cal. Gov't Code section 12952, including for
8 alleged: (1) failure to pay (or properly pay) overtime wages; (2) failure to pay minimum or other
9 wages for all hours worked; (3) failure to provide meal periods or compensation in lieu thereof
10 (including, without limitation, break premiums); (4) failure to provide rest periods or compensation
11 in lieu thereof (including, without limitation, break premiums); (5) failure to pay all wages due upon
12 separation from employment; (6) failure to issue accurate wage statements; (7) failure to timely pay
13 wages during employment; (8) failure to properly reimburse employees for business-related
14 expenses; (9) violations of Labor Code section 227.3 with respect to the payment of vacation wages;
15 (10) failure to maintain and/or produce payroll and time records; (11) payment of wages via non-
16 compliant instruments; (12) failure to provide Labor Code section 2810.5 notices; (13) failure to
17 provide or properly pay for sick leave; (14) failure to provide weekly pay to temporary workers;
18 (15) failure to provide suitable seating; (16) whistleblower retaliation; (17) failing to comply with
19 COVID-19-related notice requirements; (18) failure to provide safety devices/safeguards;
20 (19) failure to keep adequate sanitation facilities; (20) requiring employees to sign unlawful
21 agreements; (21) unlawful pre-employment inquiries and background checks; and (22) unlawful
22 reliance on salary history in making hiring and compensation offers (the "PAGA Released Claims"),
23 as set forth in Plaintiff's PAGA Notice. The Class Released Claims and PAGA Released Claims
24 shall be collectively referred to herein as the "Released Claims."

25 9. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
26 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement
27 Agreement and the other matters set forth herein have been completed in conformity with the
28 Preliminary Approval Order, including individual notice to all Class Members who could be

1 identified through reasonable effort, and was the best notice practicable under the circumstances.
2 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
3 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
4 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

5 10. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
6 to the Settlement, and zero (0) submitted any Workweek disputes.

7 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
8 Plaintiffs have satisfied the standards and applicable requirements for final approval of class action
9 settlement under California law, including the provisions of Code of Civil Procedure section 382
10 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
11 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

12 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
13 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
14 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
15 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
16 that the Parties have conducted extensive and costly investigation and research, and counsel for the
17 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
18 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
19 be presented by the further prosecution of this Action. The Court has noted the significant benefits
20 to the Class Members under the Settlement. The Court also finds that the class is properly certified
21 as a class for settlement purposes only.

22 13. The Court approves plaintiffs Jennefer Jean Welch and Sandra Yessenia Gonzalez-Nuno
23 as class representatives.

24 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
25 as Class Counsel.

26 15. The Court approves ILYM Group, Inc. ("ILYM") as the Settlement Administrator.

27 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
28 \$193,333.33, which is one-third (1/3) of the Gross Settlement Amount and to be deducted

1 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$11,949.74
2 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
3 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
4 Agreement.

5 17. The Court hereby approves enhancement awards of \$7,500.00 to plaintiff Jennefer Jean
6 Welch and \$7,500.00 to plaintiff Sandra Yessenia Gonzalez-Nuno, for a total of \$15,000.00 to
7 Plaintiffs, in consideration of their time, effort and risk incurred on behalf of the Settlement Class.
8 Plaintiffs also provided a general release and a waiver of rights pursuant to California Civil Code
9 section 1542. The enhancement awards will be paid to Plaintiffs by the Settlement Administrator
10 from the Gross Settlement Amount as set forth in the Settlement Agreement.

11 18. The Court hereby approves the Settlement Administrator's cost in the amount of
12 \$5,000.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
13 of the settlement from the Gross Settlement Amount.

14 19. The Court hereby approves the PAGA penalties in the amount of \$50,000.00, of which
15 \$37,500.00 shall be paid to the LWDA and the remaining \$12,500.00 to be distributed to the
16 "Aggrieved Employees", defined as all current and former Sunset West employees of Hooker and/or
17 Sunset HWM, LLC, who were employed in a non-exempt, hourly-paid position in California and
18 who received wages for hours worked at any time during the period from June 18, 2022 through the
19 end of the Class Period ("PAGA Period").

20 20. The Net Settlement Amount of \$304,716.93 available to pay Settlement Class Members
21 was determined by subtracting the requested Class Counsel attorneys' fees (\$193,333.33), Class
22 Counsel's costs (\$11,949.74), enhancement awards to Plaintiffs (a total of \$15,000.00), the PAGA
23 Penalties (\$50,000.00), and costs of settlement administration (\$5,000.00) from the Gross
24 Settlement Amount (\$580,000.00).

25 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
26 costs in connection with this matter.

27 22. "Effective Date" is the date on which the Settlement Agreement shall become effective,
28 and when the settlement is considered to be Final. For purposes of the Settlement Agreement,

1 “Effective Date” and “Final” mean: (i) in the event that the Settlement has received Final Approval
2 by the Court, and regardless of whether any timely objections thereto have been filed or withdrawn,
3 then sixty-five (65) calendar days after the Court’s issuance of the Final Approval Order without a
4 timely appeal being filed; or, (ii) in the event that a timely appeal of the Court’s Final Approval
5 Order has been filed, then the Settlement Agreement shall be “Final” when the applicable appellate
6 court has rendered a final decision or opinion affirming the Court’s Final Approval Order without
7 material modification, and the applicable date for seeking further appellate review has passed
8 without further appellate review being sought.

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

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

25 25. Participating Class Members will receive an Individual Settlement Payment and
26 Aggrieved Employees will receive an Individual PAGA Payment as applicable. Individual
27 Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for
28 one hundred and eighty (180) calendar days after the date of their issuance. In the event that any

1 checks mailed to Participating Class Members and/or Aggrieved Employees are not cashed,
2 deposited, or otherwise negotiated within the 180-day period, then the checks shall be sent to the
3 California State Controller's Office Unclaimed Property Fund in the name of the individual, and
4 such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement
5 and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to the requirements
6 of California Code of Civil Procedure section 384.

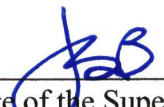
7 26. The Court finds that the class settlement on the terms set forth in the Settlement
8 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
9 the released claims against Defendant.

10 27. A ~~Hearing Re: Final Administration of the Class Action Settlement~~ ^{Final Accounting Hearing} is hereby scheduled
11 for 10/30/2026, at 9:10A.m, in Department C-62 of the above entitled Court.
12 At least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming
13 that the claims have been paid and that administration of all the terms and conditions of the class
14 action settlement have been completed. Should the Court find that said declaration has sufficiently
15 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
16 Administration of the Class Action Settlement will go off-calendar.

17 28. The Court shall retain continuing jurisdiction over the Action pursuant to Code of Civil
18 Procedure section 664.6, the Parties and Aggrieved Employees, to the fullest extent to enforce and
19 effectuate the terms and intent of the Settlement Agreement.

20 **IT IS SO ORDERED.**

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22 Dated: 2/27, 2026



Judge of the Superior Court
JUDY S. BAE

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