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SANDRA YESSENIA GONZALEZ-NUNO, on behalf of
themselves and all others similarly situated and aggrieved

FILED
San Diego Superior Court

AUG 22 2025

By: S. Christensen, Deputy

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,

Plaintiff,

vs.

HOOKE 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 Hon.
Judy S. Bae in Dept. C-62]

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiffs Jennefer Jean Welch and Sandra
2 Yessenia Gonzalez-Nuno (collectively, "Plaintiffs") for Preliminary Approval of Class and
3 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only
4 ("Motion for Preliminary Approval"), the Declarations of Brandon M. Chang, David D. Bibiyan,
5 Jennefer Jean Welch, Sandra Yessenia Gonzalez-Nuno, and Anthony Rogers, the Joint Stipulation
6 Re: Class Action and Representative Action Settlement ("Settlement," "Agreement" or "Settlement
7 Agreement"), the proposed Notice of Proposed Class and Representative Action Settlement and
8 Date for Final Approval Hearing ("Class Notice," attached as Exhibit A to this Order), and other
9 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
10 **ADJUDGES AND DECREES THAT:**

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

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

19 3. "Aggrieved Employees" means all current and former Sunset West employees of
20 Hooker and/or Sunset HWM, LLC who were employed in a non-exempt, hourly-paid position in
21 California and who received wages for hours worked at any time during the PAGA Period (as
22 defined herein).

23 4. "PAGA Period" means the period from June 18, 2022 through the end of the Class
24 Period.

25 5. The Court preliminarily appoints the named plaintiffs Jennefer Jean Welch and
26 Sandra Yessenia Gonzalez-Nuno (collectively, "Plaintiffs") as Class Representatives, and David D.
27 Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

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1 6. The Court preliminarily approves the proposed class settlement upon the terms and
2 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
3 settlement appears to be within the range of reasonableness of settlement that could ultimately be
4 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
5 amount is fair, adequate, and reasonable as to all potential class members when balanced against
6 the probable outcome of further litigation relating to liability and damages issues. It further appears
7 that extensive and costly investigation and research has been conducted such that counsel for the
8 parties at this time are reasonably able to evaluate their respective positions. It further appears to
9 the Court that the settlement at this time will avoid substantial additional costs to all parties, as well
10 as the delay and risks that would be presented by the further prosecution of the Action. It further
11 appears that the settlement has been reached as the result of intensive, non-collusive and arms-
12 length negotiations utilizing an experienced third-party neutral.

13 7. The Court approves, as to form and content, the Class Notice that has been submitted
14 herewith.

15 8. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
16 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
17 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
18 with the requirements of law and appears to be the best notice practicable under the circumstances.

19 9. The Court hereby preliminarily approves the definition and disposition of the Gross
20 Settlement Amount of \$580,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
21 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
22 to \$203,000.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to
23 \$7,500.00 each to plaintiffs Jennefer Jean Welch and Sandra Yessenia Gonzalez-Nuno, for a total
24 of \$15,000.00 to Plaintiffs; costs of settlement administration of no more than \$5,000.00; and
25 Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$50,000.00, of which
26 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
27 \$12,500.00 (25%) to "Aggrieved Employees," defined as all current and former Sunset West
28 employees of Hooker and/or Sunset HWM, LLC, who were employed in a non-exempt, hourly-

1 paid position in California and who received wages for hours worked at any time during the period
2 from June 18, 2022 through the end of the Class Period (“PAGA Period”).

3 10. The Gross Settlement Amount expressly excludes Employer’s Share of Payroll
4 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
5 Settlement Amount.

6 11. Class Member’s “Qualifying Workweek” shall mean a workweek worked by a
7 Settlement Class Member or Aggrieved Employee (as applicable) during which he or she was
8 employed by Hooker and/or Sunset HWM, LLC and was paid wages for hours worked in a non-
9 exempt, hourly position during the Class Period or PAGA Period (as applicable).

10 12. Defendant represents that the estimated 114 Settlement Class Members worked
11 approximately 9,042 Qualifying Workweeks during the Class Period up through mediation. In the
12 event that it is determined that the number of Qualifying Workweeks worked by Class Members
13 during the Class Period increases by more than 10%, or more than 9,946 Qualifying Workweeks,
14 then the Gross Settlement Amount shall be increased by an amount equal to the percentage increase
15 in Qualifying Workweeks over the 9,946 threshold. Thus, for example, if the number of Qualifying
16 Workweeks worked during the Class Period is increased by 13% to 10,217, the Gross Settlement
17 Amount would be increased by 3%, or $\$580,000 \times 0.03$, for an increased Gross Settlement Amount
18 of $\$597,400 (\$580,000 + \$17,400)$.

19 13. The Court deems ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), the
20 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
21 $\$5,000.00$ out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
22 the class.

23 14. Within thirty (30) days after the Preliminary Approval Date, Counsel for Hooker
24 shall provide the Settlement Administrator with information with respect to each Settlement Class
25 Member and/or Aggrieved Employee, including his or her: (1) name; (2) last known address(es)
26 currently in Hooker’s possession, custody, or control; (3) last known telephone number(s) currently
27 in Hooker’s possession, custody, or control; (4) last known Social Security Number(s) in Hooker’s
28 possession, custody, or control; (5) the dates of employment (i.e., hire dates, and, if applicable,

1 rehire date(s) and/or separation date(s)); (6) the number of Qualifying Workweeks for each
2 Settlement Class Member for the Class Period, and (7) the number of Qualifying Pay Periods for
3 each Aggrieved Employee for the PAGA Period (hereafter, the "Class List").

4 15. The final Class List will be designated as Highly Confidential, Attorneys' Eyes Only,
5 pursuant to a Court-approved and entered Stipulated Protective Order to be submitted by the Parties
6 in the Action prior to the filing of the motion for preliminary approval, and provided by Hooker
7 after the Settlement Administrator signs and returns to Counsel for Hooker the Acknowledgment
8 and Agreement to be Bound attached as Exhibit A to such Protective Order. The final Class List
9 shall be used only by the Settlement Administrator and only for purposes of administering the
10 Settlement and shall not be provided to Class Counsel, and nothing in this Settlement Agreement
11 limits the use of it for that purpose.

12 16. The Settlement Administrator shall perform an address search using the United
13 States Postal Service National Change of Address ("NCOA") database and update the addresses
14 contained on the Class List with the newly-found addresses, if any.

15 17. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from
16 Hooker, the Settlement Administrator shall mail the Class Notice in English and Spanish to the
17 Settlement Class Members via first-class regular U.S. Mail using the most current mailing address
18 information available.

19 18. "Response Deadline" means the deadline for Settlement Class Members to mail any
20 Requests for Exclusion, Objections, or Qualifying Workweek Disputes to the Settlement
21 Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first
22 mailed by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an
23 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-
24 five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark
25 a Request for Exclusion, Qualifying Workweek Dispute or Objection. The date of the postmark
26 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
27 Qualifying Workweek Dispute was submitted by the Response Deadline.

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1 19. No later than seven (7) calendar days after the Response Deadline, the Settlement
2 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
3 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
4 sending of any returned Class Notices, as well as the identities, number of, and copies of all
5 Requests for Exclusion and Objections received by the Settlement Administrator, if any.

6 20. Any Settlement Class Member may request exclusion from (i.e., to “opt out” of) the
7 Class Settlement by mailing a written request to be excluded from the Class Settlement (“Request
8 for Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
9 To be valid, a Request for Exclusion must be timely submitted and must include the following in
10 writing: (1) the Class Member’s name; (2) the Class Member’s Address; (3) the Class Member’s
11 telephone number; (4) the last four digits of the Class Member’s Social Security Number; (5) the
12 Class Member’s signature; and (6) a statement that the Class Member seeks to be excluded from
13 the Settlement Class using the same or any other language standing for the proposition the Class
14 Member seeks to be excluded from the Settlement Class: “Please exclude me from the Settlement
15 Class in the *Welch v. Hooker Furnishings Corporation, et al.* matter. I understand that by requesting
16 exclusion, I will not participate in the class settlement and will not receive any money from the
17 class settlement.”

18 21. Any Settlement Class Member who timely and properly requests exclusion from the
19 Settlement Class using this procedure will not be entitled to receive any Individual Settlement Share
20 from the Settlement and will not be bound by the Settlement Agreement or have any right to object
21 to, appeal, or comment on the Settlement as it relates to the Class Settlement and Class Released
22 Claims. Any Settlement Class Member who does not opt out of the Settlement Class by submitting
23 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
24 those pertaining to the Class Released Claims, as well as any Judgment that may be entered by the
25 Court if Final Approval of the Class Settlement is granted.

26 22. Only Participating Class Members may object to the Class Settlement; neither
27 Participating Class Members nor PAGA Aggrieved Employees may object to the PAGA settlement.
28 In order for any Settlement Class Member to object to this Class Settlement in writing, or any term

1 of it, he or she must do so by mailing a written objection to the Settlement Administrator at the
2 address provided on the Class Notice, with such objection postmarked no later than the Response
3 Deadline. To be valid, the Objection must be timely submitted and must set forth the following in
4 writing: (1) the Objector's name; (2) the Objector's address; (3) the Objector's telephone number;
5 (4) the last four digits of the Objector's Social Security Number; (5) the Objector's signature; (6) a
6 statement of whether the Objector plans to appear at the Final Approval Hearing; and (7) the
7 reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in
8 support of the Objection. Settlement Class Members need not object in writing to be heard at the
9 Final Approval Hearing; they may object or comment in person at the hearing at their own expense.

10 23. A Settlement Class Member cannot submit both a Request for Exclusion and an
11 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
12 Request for Exclusion will control and the Objection will be overruled.

13 24. Each Settlement Class Member may dispute the number of Qualifying Workweeks
14 attributed to him or her with respect to the Individual Settlement Share on his or her Class Notice
15 ("Workweek Dispute"). Any such disputes must be in writing and mailed to the Settlement
16 Administrator by the Settlement Class Member, postmarked on or before the Response Deadline.
17 To be valid, a Qualifying Workweek Dispute must be timely submitted and must include the
18 following in writing: (1) the Class Member's name, current mailing address, telephone number, the
19 last four digits of his/her social security number, and his/her signature; (2) a statement indicating
20 that the Class Member seeks to dispute the number of Qualifying Workweeks credited to him or
21 her, the time period(s) he or she worked for Hooker during the Class Period, and the number of
22 Qualifying Workweeks that he or she contends should be credited to him or her; and (3)
23 documentation and/or other facts supporting the Class Member's position.

24 25. Within ten (10) business days following the occurrence of the later of (a) the
25 Effective Date of the Settlement as defined in the Agreement and (b) receipt by Hooker's counsel
26 of instructions for wiring the funds from the Settlement Administrator, Hooker shall remit payment
27 of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this
28 Agreement) and Employer Taxes (as that term is defined herein) to the Settlement Administrator

1 pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified
2 settlement account (“QSA”) with an FDIC insured banking institution, for distribution in
3 accordance with the Agreement and the Court’s Orders and subject to the conditions described in
4 the Agreement.

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

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

21 28. All papers filed in support of final approval, including supporting documents for
22 attorneys’ fees and costs, shall be filed by per Code.

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29. A Final Approval Hearing shall be held with the Court on February 28, 2026, at 9:10 a.m. in Department C-62 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: 8/22/2025

JP
Judge of the Superior Court
JUDY S. BAE

EXHIBIT A

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Welch v. Hooker Furnishings Corporation, et al.

(County of San Diego, California Superior Court Case No. 37-2023-00007633-CU-OE-CTL)

As a current or former California non-exempt, hourly-paid Sunset West employee of Hooker Furnishings Corporation and/or Sunset HWM, LLC, you may be entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class and Representative Action Settlement because the records of Hooker Furnishings Corporation (“Hooker”) and/or Sunset HWM, LLC (“SHWM”), show that you are a “Class Member” and therefore entitled to a payment from this class action settlement. Class Members are all current and former Sunset West employees of Hooker and/or SHWM who were employed in a non-exempt, hourly-paid position and who received wages for hours worked in the State of California at any time during the period from February 22, 2019 through July 16, 2024 (“Class Period”).

The settlement is to resolve a class action lawsuit, *Welch v. Hooker Furnishings Corporation, et al.*, pending in the Superior Court of California for the County of San Diego, Case Number 37-2023-00007633-CU-OE-CTL (the “Lawsuit”), alleging, among other things, claims for: for (1) Failure to Pay Overtime Wages; (2); Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5); Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Reimburse Business Expenses; (9) Failure to Pay Vested and Unused Vacation Pay; (10) Failure to Pay Wages for Accrued Paid Sick Days; and (11) Unfair Business Practices pursuant to Business and Professions Code Section 17200, et seq. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

On [REDACTED], the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you are a current or former Sunset West employee of Hooker and/or SHWM who was employed in a non-exempt, hourly-paid position in California and received wages for hours worked at any time during the period

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	between June 18, 2022, through the end of the Class Period (the "PAGA Period") as well, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, _____, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for February 28, 2026, at 9:10 a.m., in Department C-62 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at _____:_____.m. on _____, in the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, in Department C-62. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Hooker's records show that you are currently, or were formerly, employed as a Sunset West employee by Hooker and/or SHWM in a non-exempt, hourly-paid position and received wages for hours worked in the State of California at some time during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Jennefer Welch and Sandra Yessenia Gonzalez-Nuno were non-exempt, hourly-paid Sunset West employees of Hooker and/or SHWM in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due upon separation, failure to provide accurate wage statements, failure to timely pay wages, failure to indemnify business expenses, failure to pay vested and unused vacation time, failure to pay wages for accrued paid sick days, and engaging in unfair competition.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA").

Defendant denies all allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs have agreed to settle this case with Defendant on behalf of themselves, Class Members, and Aggrieved Employees for the Gross Settlement Amount of \$580,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$ _____; (2) a service award of up to \$7,500.00 to Jennefer Welch and Sandra Yessenia Gonzalez-Nuno each, for a total of \$15,000.00, for their time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$203,000.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$50,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$37,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$12,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ _____ will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Hooker and/or SHWM in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, all current and former Sunset West employees of Hooker and/or SHWM who were employed in a non-exempt, hourly-paid position in California and who received wages for hours worked at any time during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$12,500.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Hooker's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Workweeks] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out ("Participating Class Members") will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as interest and penalties reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Office, Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to be a "Participating Class Member" and will have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon entry of Judgment, the Order granting Final Approval of the Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will release claims against all Released Parties as follows:

Class Claims: For the duration of the Class Period, the release includes, for Participating Class Members: all claims for failure to pay (or properly pay) overtime wages; all claims for failure to pay minimum or other wages for all hours worked; all claims for failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); all claims for failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); all claims for failure to pay all wages due upon separation from employment; all claims for failure to issue accurate wage statements; all claims for failure to timely pay wages during employment; all claims asserting a failure to properly reimburse employees for business-related expenses; all claims for violation of Labor Code section 227.3 with respect to the payment of vacation wages; all claims for violation of Labor Code section 246 *et seq.* with respect to any failure to permit the use or properly pay sick leave; all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the First Amended Complaint; and all claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the First Amended Complaint. The Parties additionally agree that the Class Released Claims shall include the release of claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

For Aggrieved Employees: The Aggrieved Employees, and, to the extent permitted by law, the State of California, release the Released Parties for the duration of the PAGA Period from all claims alleged in the PAGA Notice and the FAC for PAGA civil penalties pursuant to Labor Code section 2699 *et seq.* in connection with alleged violations of Labor Code sections 96(k), 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 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, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409, 6409.6, 6432 and 8397.4, Cal. Code Regs, title 8, sections 3395 and 11040 (5)(A), Cal. Gov't Code section

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

12952, including for alleged: (1) failure to pay (or properly pay) overtime wages; (2) failure to pay minimum or other wages for all hours worked; (3) failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (4) failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (5) failure to pay all wages due upon separation from employment; (6) failure to issue accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to properly reimburse employees for business-related expenses; (9) violations of Labor Code section 227.3 with respect to the payment of vacation wages; (10) failure to maintain and/or produce payroll and time records; (11) payment of wages via non-compliant instruments; (12) failure to provide Labor Code section 2810.5 notices; (13) failure to provide or properly pay for sick leave; (14) failure to provide weekly pay to temporary workers; (15) failure to provide suitable seating; (16) whistleblower retaliation; (17) failing to comply with COVID-19-related notice requirements; (18) failure to provide safety devices/safeguards; (19) failure to keep adequate sanitation facilities; (20) requiring employees to sign unlawful agreements; (21) unlawful pre-employment inquiries and background checks; and (22) unlawful reliance on salary history in making hiring and compensation offers, as set forth in Plaintiff's PAGA Notice.

The Released Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

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

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address, telephone number, the last four digits of the Class Member's Social Security Number, signature, and a statement that the Class Member seeks to be excluded from the Settlement Class using the same or any other language standing for the proposition the Class Member seeks to be excluded from the Settlement Class: "Please exclude me from the Settlement Class in the *Welch v. Hooker Furnishings Corporation, et al.* matter. To be valid, a Request for Exclusion must be postmarked to the Administrator by the Response Deadline and delivered to:

[Settlement Agreement]
[Mailing Address]

Your written request for exclusion must be postmarked and mailed to the Administrator not later than [RESPONSE DEADLINE].

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail stating why you object to the Settlement. Your written objection must provide your full name, address, telephone number, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed and postmarked to the Administrator no later than [RESPONSE DEADLINE]. Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court. If the Court overrules your objection, you will be bound by the settlement and will receive your share of the settlement. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for February 28, 2026, at 9:10 a.m. in Department C-62 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.sdcourt.ca.gov/virtualhearings>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department C-62 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

Counsel for Defendant

In this case, Defendant is represented by the attorneys below. However, if you choose to participate in the Settlement, you should direct any questions regarding it to the Settlement Administrator and/or Class Counsel because Class Counsel will be your attorneys.

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**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]