

CONFORM

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 12 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

13 YVETTE THOR, individually, on behalf of
herself and all others similarly situated,

14 Plaintiffs,

15 vs.

16 L.A. HARDWOOD FLOORING, INC., a
 17 California Corporation, d/b/a ETERNITY
 FLOORS; and DOES 1 through 50, inclusive,

18 Defendants.

19
20 AND RELATED ACTION.

Case No. BC644600
 [Related to Case No. BC685349]

~~PROPOSED~~ JUDGMENT

Assigned for all purpose to:
 Honorable Ann I. Jones, Department "11"

Action filed: December 21, 2016

CONFORMED COPY
 ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

OCT 19 2020

Sherri R. Carter, Executive Officer/Clerk of Court
 By: *Dejane Wortham*, Deputy
 Dejane Wortham

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Room 106

22 Plaintiffs' Motion for Final Approval of the Settlement in this matter came on for hearing
 23 on October 8, 2020. The Court, having granted final approval of the settlement of the above-
 24 entitled action pursuant to the Class Action Settlement Agreement (hereinafter referred to as
 25 "Settlement Agreement"), having granted preliminary approval of the settlement on December 5,
 26 2019, having directed that notice be given to all Class Members of preliminary approval of the
 27 settlement and the final approval hearing and the right to be excluded from the settlement, and
 28

1 having received no valid objections and for good cause appearing, now finds and orders as
2 follows:

3 1. The Court hereby finds that the Notice of Settlement published through the Claims
4 Administrator's digital internet banner ad campaign and posted on the following website devoted
5 to this Settlement: www.chineselaminatesettlement.com ("Settlement Website") starting on
6 December 17, 2019, fairly and adequately described the proposed settlement, the manner in which
7 Class Members could object to or participate in the settlement, and the manner in which Class
8 Members could opt out of the settlement class; was the best notice practicable under the
9 circumstances; was valid, due and sufficient notice to all Class members; and complied fully with
10 *Code of Civil Procedure* section 382, *Civil Code* section 1781, due process, *California Rules of*
11 *Court*, Rules 3.766 and 3.769, the California Constitution and the United States Constitution, and
12 any other applicable laws.

13 2. The Court further finds that a full and fair opportunity has been afforded to Class
14 Members to participate in the proceedings convened to determine whether the proposed settlement
15 should be given final approval. Accordingly, the Court determines that all Class Members who
16 did not file a timely and proper request to be excluded from the settlement are bound by the Order
17 Granting Plaintiffs' Motion for Final Approval of Class Action Settlement, Award of Attorney's
18 Fees and Costs, and Approval of Class Representative Service Awards ("Order of Final
19 Approval") and this Judgment.

20 3. The Court further finds that the settlement, including the settlement amount, is fair,
21 reasonable, and adequate to the Class, Plaintiffs and Defendants, and is the product of good faith,
22 arms-length negotiations between the parties, and further, that the settlement is consistent with
23 public policy, and fully complies with all applicable provisions of law. The Court makes this
24 finding based on a weighing of the strength of Plaintiffs' claims and Defendants' defenses with the
25 risk, expense, complexity, and duration of further litigation.

26 4. The Court also finds that the settlement is the result of non-collusive arms-length
27 negotiations between experienced counsel representing the interests of the Class and Defendants,
28 after thorough factual and legal investigation. In granting final approval of the settlement, the

1 Court considered the nature of the claims, the amounts paid in settlement, the allocation of
2 settlement proceeds among the Class Members, and the fact that the settlement represents a
3 compromise of the parties' respective positions rather than the result of a finding of liability after
4 appeal. Additionally, the Court finds that the terms of the settlement have no obvious deficiencies
5 and do not improperly grant preferential treatment to any individual Class Member.

6 5. The Court orders the parties to implement, and comply with, the terms of the
7 settlement. Additionally, the Court finds in its discretion to allow for the four (4) late-filed but
8 otherwise valid claims identified by the claims administrator.

9 6. The claims administrator is ordered to distribute valid cash and store credit voucher
10 claims in accordance with the settlement. The claims administrator shall distribute checks to cash
11 claimants within sixty (60) days following the Effective Date, with a deadline for cash such checks
12 within sixty (60) days of issuance. The parties are ordered to work with the claims administrator
13 on the mechanics of the distribution of the store credit vouchers to class members electing the
14 same.

15 7. Any amount remaining from uncashed checks after the expiration of the sixty (60)
16 day period from issuance shall be provided to a *cy pres* recipient in accordance with *Code of Civil*
17 *Procedure* 384. Within 120 days from the Effective Date, class counsel shall report to the Court
18 the total amount that was actually paid to the class members. Thirty (30) days after this final
19 report, the parties shall prepare and file a stipulation and proposed order and proposed amended
20 judgment. The stipulation and proposed order shall include, *inter alia*, the amount of the
21 distribution of unpaid cash residue, and unclaimed or abandoned funds to the non-party, accrued
22 interest on that sum and any other information required to be set forth pursuant to Section 68520
23 of the Government Code, as incorporated into CCP Section 384.5. The stipulation shall be signed
24 by class counsel, Defendants' counsel, and counsel for (or authorized representative of) the non-
25 party ("cy pres") recipient. The stipulation shall include a statement to the effect that all interested
26 persons are in accord with the amended judgment and have no objection to the entry of an
27 amended judgment. If there are objections by any party, class counsel shall immediately notify
28 the Court and the matter will be set for further hearing.

1 8. The Court approves Class counsel's request for attorney's fees in the amount of
2 \$500,000, which represents a reasonable percentage of the settlement fund and is well-supported
3 by the submitted lodestar.

4 9. The Court approves Class counsel's request for litigation costs in the amount of
5 \$67,315.90.

6 10. The Court approves Class counsel's request for enhancement/service award
7 payments of \$5,000 each to the following four (4) class representatives: Christopher Santiago,
8 Julia Santiago, Tim Tagle, and Yvette Thor.

9 11. The Court approves the request for the claims administrator's, Angeion Group,
10 Inc., for \$100,000 in costs and fees.

11 12. The Court orders the parties to provide notice of the Final Judgment to the class by
12 posting a copy of it on the website created for this settlement
13 www.chineselaminatesettlement.com.

14 13. The Court determines that the methodology used to calculate and pay each
15 settlement Class Member's individual settlement payment is fair and reasonable, and therefore is
16 approved. The Claims Administrator is authorized to distribute the individual settlement
17 payments to settlement Class Members in accordance with the terms of the Settlement Agreement.

18 14. ~~Since no member of the Class has objected to the Settlement and there being no just~~
19 ~~reason for delay and no right to appeal exists, the Court determines that the Effective Date of the~~
20 ~~Settlement Agreement is the date of the signing of the Order of Final Approval.~~

21 15. Upon the Effective Date, Plaintiffs, for and on behalf of themselves, and every
22 member of the Settlement Classes, including each of their respective heirs and assigns ("Releasing
23 Parties"), hereby release, hold harmless, forever discharge Defendants and the Released Parties,
24 and shall forever be enjoined from prosecuting against Defendants and the Released Parties any
25 and all claims asserted, or which could have been asserted, in the Complaints, which include but
26 are not limited to the causes of action stated therein for (1) breach of implied warranties; (2)
27 violation of the Song-Beverly Consumer Warranty Act; (3) Fraudulent Concealment; (4)
28 Negligent Misrepresentation; (5) violation of the Magnuson-Moss Warranty Act; (6) violation of

1 California's Unfair Competition Law, Bus. & Prof. Code § 17200, et seq.; (7) violation of
2 California's False Advertising Law, Bus. & Prof. Code § 17500, et seq.; (8) violation of
3 California's Consumer Legal Remedies Act, *Civil Code* § 1750, et seq.; and (9) violation of
4 Nevada's Deceptive Trade Practices Act, NRS § 41.600 and § 598.0915, et seq. and any other
5 matter whatsoever related directly or indirectly to: 1) the Plaintiffs' and Class Members' purchase
6 and use of the Subject Products distributed by Defendant during the Class Period ; 2) the
7 manufacture, sale, distribution, labeling, marketing or advertising of the Subject Products sold by
8 Defendant during the Class Period; 3) Defendant's compliance with state or federal labeling laws
9 and regulations related to the Subject Products sold by Defendant during the Class Period; and/or
10 4) any claim by Plaintiffs of any nature related to the Subject Products sold or distributed by
11 Defendant during the Class Period, and additionally, only the named Plaintiffs' claims for personal
12 injuries as set forth in paragraph 56 of the First Amended Complaint (hereinafter the "Released
13 Claims"). The "Released Parties" shall mean Defendant as defined in Section 1. (n) of the
14 Settlement Agreement.

15 16. In agreeing to the foregoing waiver, the Releasing Parties expressly acknowledge
16 and understand that they may hereafter discover facts in addition to or different from those which
17 they now believe to be true with respect to the subject matter of the claims released herein, but
18 expressly agree that they have taken these possibilities into account in electing to participate in
19 this release, and that the release given herein shall be and remain in effect as a full and complete
20 release notwithstanding the discovery or existence of any such additional or different facts, as to
21 which the Releasing Parties expressly waive their rights to and assume the risk.

22 17. The Released Claims, however, shall not include any claims to enforce the
23 Settlement Agreement or the request of Class Counsel for fees and costs/expenses and expenses
24 related to this Settlement Agreement (all said amounts to come from the Settlement Fund). All
25 Parties shall bear their own expense to enforce the Settlement Agreement.

26 18. As of the Effective Date, by operation of the entry of the Order of Final Approval
27 and Judgment, each Class Member who does not file a valid Request for Exclusion, automatically,
28 upon entry of the Order of Final Approval and Judgment, shall be held to have fully released,

1 waived, relinquished, and discharged the Released Parties from the Released Claims, to the fullest
2 extent permitted by law, and shall be enjoined from continuing, instituting, or prosecuting any
3 legal proceeding against the Released Parties relating in any way whatsoever to the Released
4 Claims.

5 19. The Releasing Parties, on behalf of themselves and their respective assigns, agree
6 not to sue or otherwise make a claim against any of the Released Parties that is in any way related
7 to the Released Claims.

8 20. As of the Effective Date, by operation of the entry of the Order of Final Approval
9 and Judgment, each Class Member who does not file a valid Request for Exclusion, automatically,
10 upon entry of the Order of Final Approval and Judgment, shall be held to have fully released,
11 waived, relinquished, and discharged the Released Parties from the Released Claims, to the fullest
12 extent permitted by law, and shall be enjoined from continuing, instituting, or prosecuting any
13 legal proceeding against the Released Parties relating in any way whatsoever to the Released
14 Claims. The Releasing Parties, on behalf of themselves and their respective assigns, agree not to
15 sue or otherwise make a claim against any of the Released Parties that is in any way related to the
16 Released Claims.

17 21. With respect to the Released Claims, the Plaintiffs shall expressly waive any and
18 all provisions, rights, and benefits conferred by any law of any state or territory of the United
19 States which is similar, comparable or equivalent to California *Civil Code Section 1542*, which
20 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
22 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
24 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
25 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
26 WITH THE DEBTOR.

27 The Plaintiffs acknowledge and represent that they have had an opportunity to consult with
28 the Class Counsel before entering this Settlement Agreement and that the Plaintiffs understand its
meaning, including the effect of the waiver of Section 1542 of the California *Civil Code*, and
expressly consents that this Settlement Agreement shall be given full force and effect according to

1 each and all of its express terms and provisions, including, without limitation, those relating to the
2 release of unknown and unsuspected claims, demands and causes of action.

3 22. Except as set forth herein, it is the intention of the Releasing Parties and Defendant
4 in executing this Settlement Agreement that this instrument is a general release as between
5 Releasing Parties and Released Parties which shall be effective as a bar to each and every claim,
6 demand or cause of action released herein, except as provided herein. The Releasing Parties
7 recognize that they may have some claim, demand, or cause of action against the Released Parties,
8 whether arising out of, resulting from, or in any way related to the Released Claims, of which
9 Releasing Parties are totally unaware and unsuspecting and which Releasing Parties are giving up
10 by execution of this Settlement Agreement. It is the intention of the Releasing Parties in executing
11 this instrument that it will deprive them of each such claim, demand, or cause of action and
12 prevent them from asserting it against the Released Parties. This includes, but is not limited to the
13 claims, demands, or causes of action arising out of, related to, or in any way connected to or with
14 the Released Claims.

15 23. Neither the settlement of the case nor any of the terms set forth in the Settlement
16 Agreement constitute an admission by Defendants of liability to the named Plaintiffs or any Class
17 Member, nor does the Order of Final Approval constitute a finding by the Court of the validity of
18 any of the claims alleged in the lawsuit.

19 24. The Court hereby enters final judgment in this case accordance with the terms of
20 the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement, and
21 the Order Granting Final Approval of the class action Settlement.

22 25. The Parties are hereby ordered to comply with the terms of the Settlement.

23 26. A Non-appearance Case Review is set for January 4, 2021, at 8:30 a.m. in
24 Department "11".

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27. Plaintiffs' Class Counsel to have the Claims Administrator post notice of this Judgment for thirty (30) days on its website to comply with CRC 3.771(b).

IT IS SO ORDERED.

Dated: 10-19, 2020

ANN I. JONES
THE HONORABLE ANN I. JONES
Judge of the Superior Court of the State of California
for the County of Los Angeles

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 32121 Lindero Canyon Road, Suite 200, Westlake Village, CA 91361.

Today, I served true copies of the following document(s) described as **[PROPOSED] JUDGMENT** on the interested parties in this action as follows:

SERVICE LIST

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**Attorneys for ETERNITY FLOORS d/b/a
L.A. HARDWOOD FLOORING, INC., a
California Corporation**

**Attorneys for LA HARDWOOD
FLOORING, INC. doing business as
ETERNITY FLOORS (erroneously named
as ETERNITY FLOORS d/b/a L.A.
HARDWOOD FLOORING, INC.)**

BY CASE ANYWHERE NOTICE OF ELECTRONIC FILING: Based on a Court Order, I caused such document to be transmitted this date via internet/electronic mail to Case Anywhere for service on all parties in this case via their e-mail addresses, pursuant to Court order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 8, 2020, at Westlake Village, California.



Ann Russo