

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION**

CHARLOTTE BULGAJEWSKI, on behalf of herself  
and on behalf of all others similarly situated,

Plaintiffs,

Case No.: 18-CA-007000

v.

R.T.G. FURNITURE CORPORATION  
d/b/a ROOMS TO GO,

Defendant.

\_\_\_\_\_ /

**ORDER OF FINAL APPROVAL AND JUDGMENT**

Plaintiff has moved for final approval of the parties' proposed settlement, pursuant to Fla. R. Civ. P. 1.220. RTG consents to the relief sought in Plaintiff's motion. Having reviewed all matters and proceedings of record, it is hereby **ORDERED AND ADJUDGED** as follows:

1. This Order of Final Approval and Judgment incorporates herein and makes a part hereof, the parties' Settlement Agreement, including all exhibits thereto. Unless otherwise provided herein, the terms as defined in the Settlement Agreement shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over the Class Representative, Settlement Class Members, and RTG for purposes of this settlement, and has subject matter jurisdiction to approve the Agreement.

3. By Order of October 12, 2018, the Court certified the following Settlement Class:

All persons as to whom RTG (including its affiliates) procured a background check, including a consumer report, in conjunction with an application for employment, promotion, or job change between August 16, 2015 and January 31, 2018.

The Settlement Class does not include any judges to whom this case is assigned, any member of the judge's immediate family, or the judge's staff or their immediate families.

4. The Court hereby confirms its preliminary certification of this Settlement Class for purposes of granting final approval to the parties' settlement, finding that this class meets each of the factors in Fla. R. Civ. P. 1.220 (a) and (b)(3).

5. The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Notice: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement, and Settlement Class Members' rights to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process..

6. The Court preliminarily approved the proposed settlement by Order dated October 12, 2018. The deadline for Objections and Requests for exclusion was January 8, 2019. No objections and only one request for exclusion was received prior to the deadline. On January 28, 2019, after Class Notice, the Court conducted a final Fairness Hearing at which it considered any and all objections, along with the materials submitted by the parties in support of settlement approval.

7. The Court finds that the designated Class Representative is an appropriate and adequate representative of the Settlement Class. The Court has finds that Class Counsel have fairly and adequately represented the interests of the Settlement Class.

8. Pursuant to Fla. R. Civ. P. 1.220 and having considered the factors relevant to settlement approval,<sup>1</sup> the Court hereby finally **APPROVES** in all respects the Settlement set forth in the Settlement Agreement and finds that the Settlement and the Settlement Agreement are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Class.

9. The parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Agreement, including payment of Plaintiff's Service Award and Class Counsel's attorneys' fees.

10. Upon the Effective Date of the Agreement, the Class Representative, Class Counsel, the Settlement Class, and each Settlement Class Member, shall release and forever discharge the Released Persons (as defined in the Agreement)<sup>2</sup> from any and all Released Claims (as defined in the Agreement).<sup>3</sup>

11. After the Effective Date, the Class Representative, Settlement Class Members, and Releasing Persons and all of their successors in interest are hereby permanently enjoined and

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<sup>1</sup> See, e.g., *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

<sup>2</sup> "Released Persons" means and includes R.T.G. Furniture Corp.; RTG Furniture Corp. of Georgia; RTG Furniture of Texas, L.P.; Rooms To Go North Carolina Corp.; Rooms To Go Louisiana Corp.; Rooms To Go Alabama Corp.; Rooms To Go Mississippi Corp.; Rooms To Go Tennessee Corp.; Roomstogo.com, Inc.; Retail Management Services Corp., and their past and present direct and indirect owners, parents, subsidiaries, affiliates, and divisions; the past and present officers, directors, trustees, beneficiaries, members, shareholders, employees, representatives, partners, direct and indirect owners, parents, subsidiaries, affiliates, divisions, joint venturers, consultants, agents, independent contractors, attorneys, and insurers of all of the foregoing; and the predecessors, successors, assigns, and legal representatives of all of the foregoing.

<sup>3</sup> "Released Claims" means and includes any and all claims, damages, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, losses, or remedies of whatever kind or nature, whether foreseen or unforeseen, and whether known or unknown, that were or could have been asserted in the Action including, without limitation, claims based on, arising out of, or related directly or indirectly to any of the allegations, transactions, facts, matters or occurrences referenced in any complaints filed in the Action, including without limitation any and all claims (i) under the Fair Credit Reporting Act or any similar state or federal law or any common law doctrine protecting consumer information or privacy (ii) arising from any application for employment or any background check or consumer report obtained for employment purposes by RTG and its affiliates during the Class Period. The Released Claims include any right or opportunity to claim, seek, or obtain restitution, disgorgement, injunctive relief, or any other benefit. However, "Released Claims" do not include any claims pursuant to 15 U.S.C. § 1681b(b)(3) of the Fair Credit Reporting Act, requiring individuals subject to an adverse employment action, based in whole, or in part, on their consumer report, be provided a copy of the consumer report and a summary of their rights under the FCRA.

forever barred from commencing, prosecuting, asserting or assisting in any proceeding in any court or other forum against any Released Person with respect to all matters within the scope of the Released Claims.

12. The Court further adjudges that upon the Effective Date, the Settlement Agreement, including the releases in that Agreement and described above, will be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of, the Class Representative and each Settlement Class Member who did not submit a timely and valid request for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, or other representatives. Any of the Released Persons may file this Final Order of Judgment in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. Without affecting the finality of this Final Order of Judgment in any way, the Court retains exclusive jurisdiction over: (a) implementation and enforcement of the Settlement Agreement until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties hereto pursuant to the Settlement Agreement has been performed; (b) any other action necessary to conclude the Settlement and to administer, effectuate, interpret and monitor compliance with the provisions of the Settlement Agreement; and (c) all parties to this Action and the Settlement Class Members for the purpose of

implementing and enforcing the Settlement Agreement, including the injunction set forth above, and resolving all disputes arising from claims for payment under the Settlement.

14. Nothing in this Order of Final Approval and Judgment, the Settlement, the Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by defendant or any Released Person.

15. For the reasons stated herein, Plaintiffs' Motion for Final Approval of Class Action Settlement is **GRANTED**. The Court directs the Clerk of Court to **DENY AS MOOT** any pending motions and enter this **FINAL JUDGMENT** incorporating the terms of this Order and dismissing this action **WITH PREJUDICE**.

**DONE and ORDERED** in Chambers at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2019.

Electronically Conformed 1/29/2019

~~Martha J. Cook~~  
**MARTHA J. COOK**  
**Circuit Court Judge**

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