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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 Coordination Proceeding Special Title:
15 [Cal. R. Ct. 3.550]

16 **LIVING SPACES WAGE AND HOUR**
17 **CASES**

18 Coordinated Actions:

19 *Wood v. Living Spaces Furniture, LLC, et*
20 *al.*
21 Los Angeles County Superior Court
22 Case No. 20STCV16498
23 Related Case No. 21STCV02916

24 *Cohen v. Living Spaces Furniture, LLC, et*
25 *al.*
26 Orange County Superior Court
27 Case No. 20-2020-01140662

28 *Chirino v. Living Spaces Furniture, LLC,*
et al.
San Bernardino County Superior Court
Case No. CIVDS2012573

Aguilera v. Living Spaces Furniture, LLC,
et al.
Yolo County Superior Court
Case No. CV2021-2244

FILED
Superior Court of California
County of Los Angeles

01/07/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Zavala Deputy

CASE NO. 20STCV16498

(Assigned to the Honorable Elaine Lu,
Department 9)

CLASS ACTION

**~~[PROPOSED]~~ ORDER AND
JUDGMENT FINALLY APPROVING
CLASS AND PAGA ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND PAGA ACTION
SETTLEMENT**

Date: December 23, 2025

Time: 10 a.m.

Dept.: 9

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27
28

1 ~~PROPOSED~~ ORDER

2 Plaintiffs' Unopposed Motion for Final Approval of the Settlement of this action on
3 the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
4 "Stipulation") came on for hearing on December 23, 2025.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate
6 notice having been given to Class Members (as defined in the Settlement Agreement), and
7 having considered the supplemental declaration of the Settlement Administrator,
8 Settlement Agreement, all of the legal authorities and documents submitted in support
9 thereof, all papers filed and proceedings had herein, all oral and written comments
10 received regarding the Settlement Agreement, and having reviewed the record in this
11 litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
12 Agreement and orders and makes the following findings and determinations and enters
13 **FINAL JUDGMENT** as follows:

14 1. All terms used in this order shall have the same meanings given as those
15 terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion
16 for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the
17 Joint Stipulation of Settlement is attached to the Declaration of Raul Perez in Support of
18 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is
19 made a part of this Order.¹

20 2. The Court has personal jurisdiction over the Parties and subject matter
21 jurisdiction to approve the Settlement Agreement.

22 3. The Class, defined below, is certified for purposes of Settlement:

23 *"All of Defendant's non-exempt current and former employees working or*
24 *who worked in the State of California from April 27, 2016 through March 31,*
25 *2025 (the "Class Period"), but excluding (a) any workweeks during which*
26 *they performed no work at all and (b) anyone who has filed their own*
separate action as a named plaintiff alleging the same or similar claims
being released by the settlement and/or who has previously released such

27 _____
28 ¹ The Court previously granted preliminary approval of the Settlement on August 8, 2025.

1 *claims.”*

2 4. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of
3 the California Rules of Court for the purpose of effectuating the Settlement.

4 5. The Court finds that an ascertainable class of 12,135 Participating Class
5 Members exists and a well-defined community of interest exists on the questions of law
6 and fact involved because in the context of the Settlement: (i) all related matters,
7 predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of
8 claims of the Class Members; and (iii) in negotiating, entering into and implementing the
9 Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
10 protected the interest of the Class Members.

11 6. The Court finds that the Settlement Agreement has been reached as a result
12 of informed and non-collusive arm’s-length negotiations. The Court further finds that the
13 Parties have conducted extensive litigation, investigation, and research, and their
14 attorneys were able to reasonably evaluate their respective positions over the course of this
15 litigation.

16 7. The Court finds that the Settlement constitutes a fair, adequate, and
17 reasonable compromise of the Class’s claims and will avoid additional and potentially
18 substantial litigation costs, as well as the delay and risks of the Parties if they were to
19 continue to litigate the case. After considering the monetary recovery provided as part of
20 the Settlement, in light of Defendant’s denial of wrongdoing and liability, Defendant’s
21 defenses to the claims asserted, and the challenges posed by continued litigation, trial, and
22 appeals, the Court concludes that Class Counsel secured significant relief for Class
23 Members.

24 8. The Court hereby approves the terms set forth in the Settlement Agreement
25 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent
26 with all applicable requirements of the California Code of Civil Procedure, the California
27 and United States Constitutions, including the Due Process clauses, the California Rules
28

of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court appoints Raul Perez, Robert Drexler, and Jonathan Lee of Capstone Law APC; Kevin T. Barnes of Law Offices of Kevin T. Barnes; Emil Davtyan and Gregg Lander of D.Law, Inc.; Raphael A. Katri of Law Offices of Raphael A. Katri; Julian Burns King, Elliot J. Siegel, and John L Schwab of King & Siegel LLP; and Dennis F. Moss, Jeremy F. Bollinger, and Ari E. Moss of Moss Bollinger LLP as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in class action litigation.

10. The Court appoints Plaintiffs Juana Aguilera, Lauren Chirino, Robert Cohen, and Roger Wood as Class Representatives and finds them to be adequate.

11. The Court is satisfied that CPT, Inc., which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rules of Court, Rule 3.766. The Class Notice informed the prospective Class Members of the Settlement terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement and adequate periods of time to respond and to act were provided by each of these procedures.

12. As part of administration, the Court notes that zero Class Members filed written objections to the Settlement as part of this notice process, zero Class Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and three (3) Class Members submitted a request for exclusion. The Class Member(s) who requested exclusion, specifically Michelle Perreault, Tatiana Neledva, and Nicole Lynn Morse will not be bound by the Settlement and will not receive any portion of the Net Settlement Amount, but will be bound by the PAGA Release to the extent they are Aggrieved Employees under the Settlement.

No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement.

1 13. The terms of the Settlement Agreement, including the Maximum Settlement
2 Amount of \$9,000,000 and the allocation for determining Individual Settlement
3 Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and
4 the Courts grants final approval of the Settlement set forth in the Settlement Agreement,
5 subject to this Order.

6 14. The Court further approves the following distributions from the Maximum
7 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
8 Agreement:

9 a. The \$3,000,000 amount, representing one-third of the Maximum
10 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
11 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class.
12 Class Counsel's fee request is also supported by its lodestar cross-check, and the
13 Court finds that Class Counsel's time spent on the matter and hourly rates charged
14 by the attorneys who worked on the matter are fair and reasonable in light of their
15 background, experience, and quality of representation. The Court grants final
16 approval of, awards, and orders the Class Counsel fees payment to be made in
17 accordance with the Settlement Agreement.

18 b. The Court awards Class Counsel \$89,466.51 in litigation costs, which
19 is an amount which the Court finds to be reflective of the actual and reasonable
20 costs incurred. The Court grants final approval of Class Counsel's litigation
21 expenses payment and orders payment of this amount to be made in accordance
22 with the Settlement Agreement.

23 c. ~~The \$5,000 Class Representative incentive payments requested by~~
24 ~~the Named Plaintiffs are fair and reasonable. The Court grants final approval of the~~
25 ~~payment and orders the payments to be made in accordance with the Settlement~~
26 ~~Agreement.~~

27 The Court hereby grants enhancement payments totaling \$43,500 (\$7,500 to Juana Aguilera, and
28 \$12,000 each to Lauren Geoghegan, Robert Cohen, Roger Wood).

~~d. The \$15,000 Individual Settlement Payments allocated to the Named Plaintiffs' general releases are fair and reasonable. The Court grants final approval of the payment and orders the payments to be made in accordance with the Settlement Agreement.~~

e. The amount of \$58,000 designated for payment to the Settlement Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Settlement Agreement.

f. The Court approves of the \$150,000 allocation assigned for claims under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*, \$112,500) to be paid to the California Labor and Workforce Development Agency and orders 25% thereof to be paid to alleged Aggrieved Employees in accordance with the terms of the Settlement Agreement.

15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

16. All Participating Class Members shall be bound by the Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

17. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

18. Plaintiffs shall file with the Court a report regarding the status of distribution no later than fifty (50) days after all funds have been distributed.

19. All checks mailed to the Class Members must be cashed within 180 days of issuance and will be negotiable through that date (the “Void Date”). Uncashed checks shall be transmitted to the State Unclaimed Compensation Fund to be held in the name of the Class Members or Aggrieved Employee.

20. No later than 10 days from this order, the Settlement Administrator shall give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this matter.

21. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

22. This Final Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendants.

23. The Court hereby sets a ^{non-appearance case review for April 14, 2027 at 8:30 am} ~~hearing date of _____, 2026 at _____ a.m.~~ for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report regarding the status of distribution ~~at least five days before the~~ ^{by no later than April 7, 2027.} ~~hearing and not more than 21 days after the Void Date.²~~

IT IS SO ORDERED, ADJUDGED, AND DECREED.



DATED: 01/07/2026

Hon. Elaine Lu
Los Angeles County Superior Court Judge

² The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.