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Attorneys for Plaintiff
JOSE RIOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JOSE RIOS, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiff

vs.

SERTA SIMMONS BEDDING, LLC, a
Delaware limited liability company; and DOES
1 through 50, inclusive;

Defendants

Case No.: CVRI2403064

*Assigned for All Purposes to: Hon. Harold W.
Hopp Dept. 1*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed:	June 4, 2024
FAC Filed:	August 12, 2024
SAC Filed:	August 4, 2025
Trial Date:	Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 22, 2026, the Honorable Harold W. Hopp in
3 Department 1 of the above-entitled Court executed the Final Order and Judgment granting
4 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Order"). Pursuant
5 to the Court's Order, a Non-Appearance Case Review hearing on the Distribution of Settlement
6 and the remaining unclaimed settlement funds is set for January 7, 2027, at 8:30 a.m. in
7 Department 1. Class counsel is to submit a Final Report re: Distribution of the Settlement Funds
8 no later than December 30, 2026.

9 Plaintiff was ordered to file and serve notice of the Entry of Judgment, including to the
10 LWDA.

11 Attached hereto as **Exhibit 1** is a true and correct copy of the Court's Final Order and
12 Judgment.

13 DATED: April 27, 2026

PROTECTION LAW GROUP, LLP

14
15
16 By: _____


17 D. Luke Clapp
18 Kiryl Karpiuk
19 *Attorneys for Plaintiff,*
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EXHIBIT 1

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Case No.: CVRI2403064

*Assigned for All Purposes to: Hon. Harold W.
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**[PROPOSED] ORDER AND JUDGMENT
RE FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 26, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: June 4, 2024
FAC Filed: August 12, 2024
SAC Filed: August 4, 2025
Trial Date: Not Set

~~PROPOSED~~ ORDER AND JUDGMENT

The Motion of Plaintiff Jose Rios (“Plaintiff”) for Final Approval of Class Action and PAGA Settlement came regularly for hearing before this Court on March 26, 2026, pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the Parties’ Joint Stipulation of Class Action and PAGA Settlement and the First Amendment to the Joint Stipulation of Class Action and PAGA Settlement filed on March 4, 2026, and attached as Exhibits 1-2 to the Declaration of Carlos Jimenez in Support of Plaintiff’s Motion for Final Approval (“Settlement Agreement”) and the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members pursuant to the Settlement Agreement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s length negotiations between the Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class Action Settlement and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Court’s Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Class defined as: “all current and former hourly, non-exempt employees of Serta Simmons Bedding, LLC, and SSB Manufacturing Company, excluding Drivers, employed in the state of California at any time between June 30, 2023, and July 30, 2025.”

3. “PAGA Members” shall have the same meaning and definition as set forth in the Settlement Agreement, namely, “Class Members who were employed by Defendant[s] during the PAGA Period,” June 4, 2023, through July 30, 2025.

4. Plaintiff is hereby confirmed as the Class Representative, and Protection Law Group, LLP, is hereby confirmed as Class Counsel.

1 5. Notice was provided to the Class Members as set forth in the Settlement Agreement,
2 and as modified and approved by the Court on October 16, 2025, and the notice process has been
3 completed in conformity with the Court's Orders. The Court finds that said notice was the best
4 notice practicable under the circumstances. The Class Notice provided due and adequate notice
5 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
6 satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule
7 of Court 3.769, and due process.

8 6. The Court hereby finds the Settlement was entered into in good faith pursuant to and
9 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
10 that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards
11 and applicable requirements for final approval of this class action settlement under California
12 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
13 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
14 *Court*, 4 Cal.3d 800, 821 (1971).

15 7. The Court hereby approves the Settlement set forth in the Settlement Agreement
16 and finds that the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties
17 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
18 has been reached as a result of intensive, serious, and non-collusive arms-length negotiations. The
19 Court further finds that the Parties have conducted extensive investigation and research and
20 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
21 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
22 and risks that would be presented by the further prosecution of the Action.

23 8. Upon the funding of the Gross Settlement Amount and all applicable employer-
24 side payroll taxes, each of the Participating Class Members shall release Serta Simmons Bedding,
25 LLC, and SSB Manufacturing Company and their respective former, present, and future owners,
26 parents, affiliates, subsidiaries, officers, directors, members, managers, employees, consultants,
27 partners, shareholders, joint venturers, agents, predecessors, successors, assigns, attorneys,
28 accountants, insurers, reinsurers, and legal representatives (collectively the "Released Parties")

1 from the “Released Class Claims” that arose during the “Class Period” as expressly set forth in
2 the Settlement Agreement.

3 9. Upon the funding of the Gross Settlement Amount and all applicable employer-
4 side payroll taxes, Plaintiff, the LWDA, and the State of California, through Plaintiff as its agent
5 and/or proxy or any other representative, proxy, or agent thereof, including but not limited to any
6 and all PAGA Members, shall fully release and discharge the “Released Parties” from the
7 “Released PAGA Claims” that arose during the “PAGA Period” as expressly set forth in the
8 Settlement Agreement. This release is applicable to all PAGA Members and the state. *See Arias*
9 *v. Superior Court* (2009) 46 Cal.4th 969 (“a judgment in that action binds all those, including
10 nonparty aggrieved employees, who would be bound by a judgment in an action brought by the
11 government. . . . Accordingly, with respect to the recovery of civil penalties, nonparty employees
12 as well as the government are bound by the judgment in an action brought under the act”)

13 10. Upon the funding of the Gross Settlement Amount and all applicable employer-
14 side payroll taxes, Plaintiff for himself and his current and former spouses, heirs, and assigns shall
15 generally release and discharge the Released Parties for all claims whether known or unknown at
16 the time of execution of the Agreement, as expressly set forth in the Settlement Agreement.

17 11. The Court finds that two (2) Class Members, Victor A. Hamilton and Michael
18 Hamilton, opted out of the Class. Accordingly, Victor A. Hamilton and Michael Hamilton are not
19 bound by the “Released Class Claims.” Victor A. Hamilton and Michael Hamilton remain bound
20 by the “Released PAGA Claims” as the Request for Exclusion does not apply to the PAGA
21 claims. The Court finds the participation rate of 98.8% of the Class in the Settlement supports
22 final approval.

23 12. The Court finds that there have been no objections to the Settlement.

24 13. The Court hereby approves the Settlement as set forth in the Settlement Agreement
25 as fair, reasonable, and adequate and directs the Parties to effectuate the Settlement Agreement
26 according to its terms.
27
28

1 14. The Court orders that within thirty (30) days of the Effective Date (as defined in
2 the Settlement Agreement), Defendants deposit the Gross Settlement Amount with Apex Class
3 Action, LLC (“Settlement Administrator”), as provided in the Settlement Agreement.

4 15. The Court finds that the Class Representative Incentive Payment, as provided for
5 in the Settlement, is fair, reasonable, and adequate, and approves and orders that the Settlement
6 Administrator deliver payment of \$10,000.00 from the Gross Settlement Amount to Plaintiff Jose
7 Rios in accordance with the terms of the Settlement Agreement.

8 16. The Court finds that attorneys’ fees in the amount of \$237,500.00 and actual
9 litigation costs of \$16,437.36 for Class Counsel are fair, reasonable, and adequate. The Court
10 orders that the Settlement Administrator distribute these payments from the Gross Settlement
11 Amount to Class Counsel in accordance with the terms of the Settlement Agreement.

12 17. The Court orders that the Settlement Administrator be paid \$6,990.00 from the
13 Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter and finds that sum appropriate.

15 18. The Court finds that the PAGA Settlement is fair and reasonable and, accordingly,
16 approves and orders the payment in the amount of \$40,000 from the Gross Settlement Amount for
17 penalties arising under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The
18 Settlement Administrator shall deliver \$30,000 (75% of \$40,000) to the California Labor
19 Workforce Development Agency and the remaining \$10,000 (25% of \$40,000) shall be distributed
20 to the PAGA Members as set forth in the Settlement Agreement.

21 19. The Court hereby approves and orders payment of Individual Settlement Payments
22 from the Net Settlement Amount to the Participating Class Members and PAGA Members on a
23 *pro rata* basis as set forth in the Settlement Agreement.

24 20. Envelopes transmitting the Individual Settlement Payment to Participating Class
25 Members and PAGA Members shall bear the notation, “YOUR CLASS ACTION SETTLEMENT
26 CHECK IS ENCLOSED.”

27 21. If any Individual Settlement Payment issued to a current employee is returned as
28 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, then

1 the Settlement Administrator shall arrange with Defendants to have these payments delivered to
2 these current employees at their place of employment.

3 22. The Settlement Administrator shall mail a reminder postcard to any Participating
4 Class Member and/or PAGA Member whose Individual Settlement Payment check has not been
5 negotiated within 60 days of the date of the mailing.

6 23. All Individual Settlement Payment checks that are not cashed within 180 days of
7 mailing shall be void, and these funds shall be transferred to the California State Controller's
8 Office and held in trust for Participating Class Members and PAGA Members pursuant to
9 California Unclaimed Property Law, Civil Code Section 1500 et seq.

10 24. Provided the Settlement becomes effective under the terms of the Settlement
11 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
12 Individual Settlement Payments, Class Counsel's Fees and Costs, and Class Representative
13 Incentive Payment is as set forth in the Agreement.

14 25. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
15 is an admission of wrongdoing by Defendants or any of the other Released Parties, nor is this Final
16 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants or
17 any of the other Released Parties. Neither this Final Order, the Settlement, nor any document
18 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
19 be used as, an admission by or against Defendants, or any of the other Released Parties, of any
20 fault, wrongdoing, or liability whatsoever.

21 26. Without affecting the finality of this Judgment, the Court shall retain continuing
22 jurisdiction over this action and the Parties, including all Participating Class Members and PAGA
23 Members, and over all matters pertaining to the implementation and enforcement of the terms of
24 the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of
25 Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or
26 controversies arising with or with respect to the interpretation, enforcement, or implementation of
27 the Settlement Agreement shall be presented to the Court for resolution.

28 27. A non-appearance case review regarding the disbursement of settlement payments

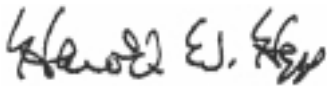
1 is set for January 7, 2027, at 8:30 a.m. Plaintiff shall submit a declaration from the Settlement
2 Administrator regarding the distribution of these payments at least five (5) court days in advance
3 of the hearing.

4 28. Class Counsel shall file a Notice of Entry of Judgment within five (5) court days
5 of receipt of this Judgment stating that (1) on the date of this Order, the Court granted Final
6 Approval of the proposed Settlement and entered Judgment in this matter and; (2) attaching this
7 Order and Judgment as Exhibit A. The Notice of Entry of Judgment shall be posted on the
8 Settlement Administrator's website for no less than 60 days in order to provide notice to the Class.

9 29. This document shall constitute a judgment for purposes of California Rules of
10 Court, Rule 3.769(h).

11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

12
13 Dated: April 22, 2026

14 By: 
JUDGE OF THE SUPERIOR COURT
Honorable Harold W. Hopp