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

GINA HARRIS, individually, and on behalf of
other similarly situated employees,

Plaintiff,

vs.

ARHAUS, LLC; ARHAUS, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 24STCV24656
(Consolidated with Case No. 24STCV31631)

Honorable Elaine Lu
Department 9

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 4, 2026
Time: 10:00 a.m.
Dept.: 9

Complaint Filed: September 23, 2024
Trial Date: Not Set

1 Plaintiff Gina Harris’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **August 4, 2026 at 10:00 a.m.** before the Honorable Elaine Lu in
4 Department 9 of the above-captioned Court located at Los Angeles County Superior Court, located at
5 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the First Amended Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
8 Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Jasmine Y. Kianfard), the Class Representative (Gina Harris), and the Settlement Administrator
11 (Katie Tran on behalf of Apex Class Action LLC), and the evidence and argument received by the
12 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
13 and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
14 AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants Arhaus, LLC and Arhaus, Inc. (together, “Defendants”) (collectively,
17 with Plaintiff, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendants in the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from September 23, 2023 through May 23, 2025.

22 3. The Court appoints Plaintiff Gina Harris as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
25 Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as Class Counsel for settlement purposes
26 only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendants or any of the other Released Parties.

19 8. The Court finds that Dariana Mihaleva and Ashla Elizabeth Estrada have validly and
20 timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class
21 Settlement.

22 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
23 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
24 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

25 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
26 to Class Counsel in the sum of \$76,650.00 and reimbursement of actual litigation costs and expenses
27 to Class Counsel in the sum of \$25,597.40. The attorneys’ fees and reimbursement of litigation costs
28 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is

determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$6,775.00 to Apex Class Action LLC for performance of settlement administration services.

12. The Court approves and orders payment in the amount of \$26,000.00 to the California Labor Workforce and Development Agency (“LWDA”) as 65% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that within five (5) business days after the Effective Date, Defendants will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within five (5) business days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller’s Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide one day’s rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay wages during

1 employment and upon termination, provide accurate wage statements, and reimburse necessary
2 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
3 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
4 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
5 17200, *et seq.* (collectively, “Released Class Claims”).

6 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
7 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
8 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
9 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter
10 and the PAGA Operative Complaint, arising during the PAGA Period, for civil penalties under the
11 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall
12 specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages,
13 provide one day’s rest in seven, provide compliant meal and rest periods and associated premium
14 payments, timely pay wages during employment and upon termination, provide compliant wage
15 statements, keep requisite payroll records, and reimburse necessary business-related expenses in
16 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551,
17 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
18 Commission Wage Order (collectively, “Released PAGA Claims”).

19 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
20 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
22 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
23 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
24 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
25 employment with Defendants, which Plaintiff, at any time up until the execution of the Settlement
26 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
27 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
28 Paragraph expressly does not include a release of any claims or actions to enforce the Settlement

1 Agreement, social security benefits, workers' compensation benefits that arose at any time, or any
2 other claims that cannot be released hereunder by law. Any and all rights granted under any state or
3 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
4 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
5 the California Civil Code reads as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
7 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
8 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
9 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

10 19. "Released Parties" means Defendants and their former and present directors, officers,
11 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
12 and affiliates.

13 20. This Court shall retain jurisdiction with respect to all matters related to the
14 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
15 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
16 Settlement and the determination of all controversies relating thereto.

17 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
18 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
19 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

20 22. A Non-Appearance Case Review re: Final Report is set for
21 _____ at _____ in Department 9 of this Court located at Los
22 Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
23 Angeles, California 90012. The Settlement Administrator shall file a Final Report by
24 _____.

25 **IT IS SO ORDERED.**

26 Dated: _____

Honorable Elaine Lu