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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE**

12
13 JOSE RIOS, individually and on behalf of
14 others similarly situated, and as an aggrieved
15 employee and Private Attorney General;

16 Plaintiff

17 vs.

18 SERTA SIMMONS BEDDING, LLC, a
19 Delaware limited liability company; and DOES
20 1 through 50, inclusive;

21 Defendants

Case No.: CVRI2403064

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

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 29, 2025

Time: 8:30 a.m.

Dept.: 1

Reservation #: Refer to Minute Order 5/30/25

Complaint Filed: June 4, 2024

FAC Filed: August 12, 2024

SAC Filed: August 4, 2025

Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 29 2025

E. Escobedo

~~PROPOSED~~ ORDER

1
2 The Motion of Plaintiff Jose Rios (“Plaintiff”) for Preliminary Approval of Class Action and
3 PAGA Settlement (“Motion”) came on regularly for hearing before this Court on August 29, 2025.
4 The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement
5 (“Settlement Agreement” or “Agreement”), attached as Exhibit 1 to the Declaration of Carlos Jimenez
6 filed concurrently with the Motion and the declaration itself, as well as Plaintiff’s Motion for
7 Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and authorities
8 in support thereof, and having considered the Declaration of Jose Rios; and good cause appearing,
9 **HEREBY ORDERS THE FOLLOWING:**

10 1. The Court GRANTS preliminary approval of the Settlement (as defined and as set
11 forth in the Settlement Agreement) and finds it to be fair, adequate, and reasonable, in the best
12 interests of the Settlement Class, and within the range of reasonableness of a settlement that ultimately
13 could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have
14 the same meaning as they are defined in the Settlement Agreement. For settlement purposes only, the
15 Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined
16 community of interest among the members of the Class in questions of law and fact. Therefore, for
17 settlement purposes only, the Court grants conditional certification of the following settlement Class:

18 All current and former hourly, non-exempt employees of Defendant
19 Serta Simmons Bedding, LLC (“Defendant”), excluding Drivers,
20 employed in the state of California at any time during the Class
21 Period.

22 The Class Period means June 30, 2023, to July 30, 2025 (subject to Defendant’s election pursuant to
23 paragraph 54 of the Settlement Agreement to conclude the Class Period on an earlier date).

24 2. For settlement purposes only, the Court designates Plaintiff as Class Representative
25 and designates Heather Davis, Carlos Jimenez, and Amir Nayebdadash of Protection Law Group,
26 LLP as Class Counsel.

27 3. The Court designates Apex Class Action Settlement Administrators as the third-party
28 Settlement Administrator. The Settlement Administrator shall carry out all duties and tasks related

1 to and necessary to the administration of the Settlement, including, but not limited to: (i) mailing the
2 Notice of Settlement; (ii) conducting skip-traces for any notices returned to ascertain the
3 current/correct addresses of Class Members; (iii) receiving, processing, and/or resolving any requests
4 for exclusion, objections to the Class Settlement, or workweeks disputes; (iv) providing weekly
5 updates to the parties and all required declarations to the Court; (v) setting up a qualified settlement
6 fund; (vi) calculating and paying (from the Settlement funds deposited by Defendant) all payroll taxes
7 owed on the wage portion of Class Members' Individual Settlement Payments; (vii) distributing
8 settlement checks to Class Members; (viii) preparing and distributing all settlement funds in
9 accordance with the Settlement Agreement and the Court's Final Approval Order; and (iv) depositing
10 all uncashed settlement checks into the State of California's Unclaimed Property Fund after at least
11 180 days have passed since the settlement checks were mailed.

12 4. The parties are ordered to implement the Settlement according to the terms of the
13 Settlement Agreement.

14 5. The Court approves, as to form and content, the proposed Notice of Proposed Class
15 Action Settlement and Final Approval Hearing ("Notice of Settlement"), attached hereto as
16 **Exhibit A**, the proposed Request for Exclusion form, attached hereto as **Exhibit B**, and the proposed
17 Objection to Class Settlement form, attached hereto as **Exhibit C**. The Notice of Settlement shall be
18 accompanied by a stamped envelope addressed to the Administrator

19 6. The Court finds that the form of notice to the Class regarding the pendency of the
20 action and of the Settlement, the dates selected for mailing and distribution, and the methods of giving
21 notice to members of the Class, satisfy the requirements of due process, constitute the best notice
22 practicable under the circumstances, and constitute valid, due, and sufficient notice to all members
23 of the Class. The form and method of giving notice complies fully with the requirements of California
24 Code of Civil Procedure §382, California Civil Code §1781, California Rules of Court §§3.766 and
25 3.769, the California and United States Constitutions, and other applicable law.

26 7. The Court further approves the procedures for Class Members to opt out of or object
27 to the Settlement, as set forth in the Notice of Settlement, the Request for Exclusion and Objection to
28 Class Settlement forms, and the Settlement Agreement. The procedures and requirements for filing

1 objections in connection with the final fairness hearing are intended to ensure the efficient
2 administration of justice and the orderly presentation of any Class Member's objection to the
3 Settlement, in accordance with the due process rights of all Class Members.

4 8. The Court directs the Settlement Administrator to mail the Notice of Settlement to the
5 members of the Class in accordance with the terms of the Settlement.

6 9. The Notice of Settlement shall provide 60 calendar days' notice for Class Members to
7 submit disputes, opt-out of, or object to the Settlement.

8 10. The hearing on Plaintiff's Motion for Final Approval of Settlement on the question of
9 whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in
10 Department 1 of this Court, located at 4050 Main Street, Riverside, California 92501, on January 15,
11 2026, at 8:30 a.m.

12 11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
13 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
14 final approval of the Settlement should be entered; and (c) whether Plaintiff's application for service
15 and release awards, settlement administration costs, and Class Counsel's attorney's fees and costs,
16 should be granted.

17 12. Counsel for Plaintiff shall file memoranda, declarations, or other statements and
18 materials in support of their request for final approval of Plaintiff's application for service and release
19 awards, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing
20 on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code
21 of Civil Procedure and the California Rules of Court.

22 13. An implementation schedule is below

23

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	September 12, 2025 [14 calendar days following preliminary approval]

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25
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27
28

1 2 3	Settlement Administrator to mail the Notice of Settlement to the Class no later than:	September 19, 2025 [7 calendar days following provision of contact information]
4 5 6	Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	November 18, 2025 [60 calendar days after mailing of the Notice of Settlement]
7 8 9	Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	December 24, 2025 [16 court days before the Final Approval Hearing]
10 11	Hearing on Motion for Final Approval of Settlement	January 15, 2026

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14 14. The Settlement Administrator shall give notice to any objecting party if the Court continues the hearing on the Motion for Final Approval of Settlement.

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20 15. Pending the Final Fairness hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims or suits regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

21
22 16. The Court has preliminarily approved Settlement Administration Costs not to exceed \$8,000.00, with a final determination to be made at the Final Fairness Hearing.

23
24 17. The Court has preliminarily approved Class Counsel's Attorneys' Fees not to exceed \$227,500.00, with a final determination to be made at the Final Fairness Hearing.

25
26
27 18. The Court has preliminarily approved Class Counsel's Costs not to exceed \$30,000.00, with a final determination to be made at the Final Fairness Hearing.

1 19. The Court has preliminarily approved the Class Representative Enhancement Payment
2 to Plaintiff in an amount not to exceed \$10,000.00, with a final determination to be made at the Final
3 Fairness Hearing.

4 20. PAGA Payment not to exceed \$40,000.00 (\$30,000.00 to the Labor and Workforce
5 Development Agency (“LWDA”) and \$10,000.00 to the PAGA Members).

6 21. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
7 connection with the administration of the Settlement which are not materially inconsistent with either
8 this Order or the terms of the Settlement.

9 **IT IS SO ORDERED.**

10
11 Dated: 1/29, 2025


Hon. Harold W. Hopp
Judge of the Superior Court

Exhibit “A”

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Jose Rios v. Serta Simmons Bedding LLC

Riverside County Superior Court Case No. CVRI2403064

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly, non-exempt employees of Defendant Serta Simmons Bedding LLC (“Defendant”), excluding Drivers, employed in the state California at any time between June 30, 2023, and ending on July 30, 2025.

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Jose Rios (“Plaintiff”) filed a class action lawsuit against Defendant Serta Simmons Bedding LLC, entitled *Jose Rios v. Serta Simmons Bedding LLC*, Riverside County Superior Court Case No. CVRI2403064 on June 4, 2024. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to keep accurate records, and maintained unfair business practices. With this action, Plaintiff also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court (the “Court”) is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed his attorneys at Protection Law Group LLP as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former hourly, non-exempt employee, who is not a Driver, who worked for Defendant in California at any time between June 30, 2023 through and July 30, 2025.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$227,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00);
- C. **Enhancement Payment to the Class Representative** of \$10,000.00;
- D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand Dollars and Zero Cents (\$8,000.00); and
- E. **PAGA Penalties** in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount (\$30,000.00) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$10,000.00) will be distributed to current and former hourly, non-exempt employees, who are not Drivers, who worked for Defendant in California at any time between June 4, 2023 through and July 30, 2025.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment,” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly, non-exempt employee, other than as a Driver, of Defendant between June 30, 2023 through and July 30, 2025. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your Individual Settlement Payment is \$XXX.XX (Settlement Class Member’s Qualifying Workweeks ÷ All Qualifying Workweeks x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked XXX workweeks during the PAGA period. Your Individual PAGA Payment is \$XXX.XX (PAGA Class Member's Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's records of your employment between June 30, 2023 through and July 30, 2025, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the Released Parties from any and all Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members. Participating Class Members do not release by virtue of this Agreement any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The foregoing exception shall have no effect on the releases of claims that Class Members and PAGA Members have agreed to in other executed agreements. The Released Class Claims are also intended to include in their effect the release of all Released Class Claims whether or not Plaintiff and/or any Participating Class Member knows or suspects them to exist. With respect to the Released Class Claims, Plaintiff and Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims and, by virtue of this Agreement, Plaintiff and Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined above.

Additionally, Plaintiff, the LWDA, the State of California, through Plaintiff as its agent and/or proxy, any another representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

The "Released Parties" means Defendant Serta Simmons Bedding LLC and its former, present, and future owners, parents, affiliates, subsidiaries, officers, directors, members, managers, employees, consultants, partners, shareholders,

joint venturers, agents, predecessors, successors, assigns, attorneys, accountants, insurers, reinsurers, and legal representatives.

The “Released Class Claims” means all claims, debts, liabilities, demands, obligations, guaranties, actions, or causes of action of whatever kind or nature during the Class Period, whether known or unknown, that were alleged in the Operative Complaint or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and that were ascertained in the course of the Action, including those arising out of or related to: (1) all claims for failure to pay minimum, straight-time, and/or overtime wages for all hours worked, including all off-the-clock time both before clocking in for a shift, after clocking out for meal periods, and after clocking out at the end of shift; (2) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (3) all claims for failure to authorize and permit compliant rest periods or compensation in lieu thereof; (4) all claims for failure to pay overtime and/or meal and/or rest period compensation based on the regular rate of pay; (5) all claims for failure to timely pay wages due upon termination or resignation of employment; (6) all claims for failure to pay wages due upon regularly-scheduled paydays; (7) all claims for non-compliant wage statements; and (8) all claims asserted through California Business & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint. The Released Class Claims include all related claims of any kind for unpaid wages, premium pay, liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, and other damages, costs, expenses, and attorneys’ fees arising from the alleged violation of any provision of common or statutory law that were or reasonably could have been raised as part of Plaintiff’s claims in the Operative Complaint, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, including but not limited to Wage Order Nos. 1, 4, and 7, and section 17200 *et seq.* of the California Business and Professions Code.

“Released PAGA Claims” means all claims and remedies under the Private Attorneys General Act of 2004, as amended, during the PAGA Period that were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or relate to the facts alleged in Plaintiff’s LWDA Letter and in the Operative Complaint, including any right, claim, or demand for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 1199, and 2699 and California Industrial Welfare Commission Wage Order Nos. 1, 4, and 7 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 1198.5, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, including but not limited to Wage Order Nos. 1, 4, and 7, and section 17200 *et seq.* of the California Business and Professions Code. Plaintiff and PAGA Members will be bound by this release of PAGA claims even if they, or any of them, request to be excluded from the Class Settlement.

The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The “Class Period” during which the release of Released Class Claims pertains is between June 30, 2023 through and ending on July 30, 2025.

The “PAGA Period” during which the release of Released PAGA Claims pertains is between June 4, 2023 through and ending on July 30, 2025.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does

not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: "I wish to exclude myself from the class settlement reached in the matter of *Jose Rios v. Serta Simmons Bedding LLC*, Riverside County Superior Court Case No. CVRI2403064, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." You may use the exclusion form included with this notice.

Your request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]
[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of the Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, as Class Counsel. The attorneys whose contact information is set forth below can provide you with information regarding the settlement:

PROTECTION LAW GROUP LLP
Carlos Jimenez, Esq.
Stephanie Papayanis
Kiryil Karpiuk
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$227,500.00 and reimbursement of litigation costs/expenses of up to \$30,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, the specific reason for your objection accompanied by legal support, if any, copies of any papers, briefs, or other documents upon which your objection is based, and a statement of your intention to appear at the Final Approval Hearing in person or through counsel at your expense. You may use the objection form included with this notice. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, or request for exclusion are timely will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and/or request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may, but do not have to, attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2025, at the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501 in Department 1. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all Class Members who do not request exclusion.

15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www._____com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Release PAGA Claims ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be transferred to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500 *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by (1) viewing the settlement located on the Settlement Administrator's website at _____; (2) contacting the Settlement Administrator or Class Counsel; or (3) reviewing the Declaration of Carlos Jimenez in Support of Plaintiff Jose Rios' Motion for Preliminary Approval of Class Action and PAGA Settlement, to which the Settlement Agreement is attached, available at the Court, located at 4050 Main Street, Riverside, California 92501 in Department 1 or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379> (you will need to create a free online account).

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit “B”

REQUEST FOR EXCLUSION

Jose Rios v. Serta Simmons Bedding LLC

Riverside County Superior Court Case No. CVRI2403064

I, [Class Member], want to OPT OUT of the Class in the lawsuit entitled *Jose Rios v. Serta Simmons Bedding LLC*, Superior Court of the State of California, County of Riverside, Case No. CVRI2403064. I understand that, by excluding myself from the Class, I will neither receive an Individual Class Payment, as described in the accompanying Class Notice, nor have the right to object to the Class Settlement. Additionally, if I am a PAGA Member, I also understand that I am not excluding myself from the PAGA Settlement and that I will receive an Individual PAGA Payment.

Print Name of Class Member or
Representative

Last Four Digits of
Social Security Number

Address

Telephone Number

Signature

Date

**TO BE EFFECTIVE, PLEASE RETURN THIS TO THE ADMINISTRATOR BY [DATE], 2025,
AT THE FOLLOWING ADDRESS:**

[Insert name and address of administrator]

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Exhibit “C”

OBJECTION TO THE SETTLEMENT

Jose Rios v. Serta Simmons Bedding LLC

Riverside County Superior Court Case No. CVRI2403064

I, [Class Member], object to the Class Settlement in the lawsuit entitled *Jose Rios v. Serta Simmons Bedding LLC*, Superior Court of the State of California, County of Riverside, Case No. CVRI2403064.

1. The specific reason(s) I object to the Class Settlement (with supporting legal authorities, if any):

(Attach additional pages, if necessary)

2. I am including copies of any papers, briefs, or other documents upon which my objection is based.

3. Regarding the Final Approval Hearing presently scheduled for January 15, 2026:

- I will attend in person or by videoconference.
- My attorney will attend on my behalf.
- I will not attend and no one will attend on my behalf.

Print Name of Class Member or
Representative

Last Four Digits of
Social Security Number

Address

Telephone Number

Signature

Date

**TO BE EFFECTIVE, PLEASE RETURN THIS TO THE ADMINISTRATOR BY [DATE], 2025,
AT THE FOLLOWING ADDRESS:**

[Insert name and address of administrator]

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]