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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL CARACOZA, JR., on behalf of
himself and as representative for the State of
California on behalf of all other aggrieved
employees,

Plaintiff,

v.

ASHLEY FURNITURE INDUSTRIES,
INC., a Wisconsin Corporation d/b/a THE
ASHLEY COMPANIES; and DOES 1
through 10, Inclusive,

Defendants.

LEAD CASE NO. CIVDS2012912

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jessica Morgan

Department S26

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 20, 2024

Time: 8:30 a.m.

Dept.: 26

Complaint filed: June 1, 2020

Trial Date: Not set

DANIEL ORTIZ, individually and on behalf
of all other aggrieved employees,

Plaintiff,

v.

ASHLEY FURNITURE INDUSTRIES, LLC,
a Wisconsin Limited Liability Company;
ASHLEY FURNITURE INDUSTRIES, INC.,
a Wisconsin Corporation; and DOES 1
through 50, Inclusive,

Defendants.

CASE NO. CIVDS2012912

ANGEL CARACOZA, JR., on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ASHLEY FURNITURE INDUSTRIES, INC.,
a Wisconsin Corporation d/b/a THE ASHLEY
COMPANIES; and DOES 1 through 10,
Inclusive,

Defendants.

CASE NO. CIVSB2118827

DANIEL ORTIZ, on behalf of himself and all
others similarly situated

Plaintiffs,

vs.

ASHLEY FURNITURE INDUSTRIES, LLC;
ASHLEY FURNITURE INDUSTRIES, INC.,
a California Corporation, and DOES 1 through
50, inclusive,

Defendants.

CASE NO. CIV SB2212619

1 This matter came on for hearing on August 20, 2024 in Department S-26 of the above-
2 captioned Court on Plaintiffs Angel Caracoza and Daniel Ortiz's ("Plaintiffs") Motion for Order
3 Granting Final Approval of Class Action Settlement ("Motion") pursuant to California Rule of Court
4 3.769, the Class Action and PAGA Settlement Agreement and Class Notice filed December 8, 2023
5 ("Agreement"), and the Preliminary Approval Order issued February 22, 2024 ("Preliminary
6 Approval Order").

7 Having received and considered the Agreement, the supporting papers, evidence and
8 argument received by the Court with the Motion for Preliminary Approval of Class Action
9 Settlement, and evidence and argument received by the Court with the Motion for Order Granting
10 Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action
13 Settlement, ("Class Notice"), was sent to each Class Member by first-class United States mail,
14 informing the Class of the Settlement terms, right to receive a Settlement Payment without taking any
15 action, comment on or object to the Settlement, and appear in person or by counsel and be heard at
16 the final approval hearing. Adequate periods of time were provided for each of these procedures.

17 2. No Class member filed a written objection to the proposed Settlement or stated an
18 intention to appear at the final approval hearing.

19 3. No Class member requested exclusion from the Settlement or submitted a written
20 dispute to the Settlement.

21 4. The Court finds and determines this notice procedure afforded adequate protections to
22 the Class and provides the basis for the Court to make an informed decision regarding Settlement
23 approval based on the responses of the Class. The Court finds and determines the Class Notice
24 provided in this case was the best notice practicable, which satisfies the requirements of law and due
25 process.

26 5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class is
27 ascertainable and so numerous joinder of all Class members is impracticable; (b) there are questions
28 of law or fact common to the proposed Class, and a well-defined community of interest among

1 members of the proposed Class with respect to the subject matter of the class action; (c) the claims
2 of the Class Representatives are typical of the claims of the members of the proposed Class; (d) the
3 Class Representatives have and will fairly and adequately protect the interests of the Members of the
4 Class; (e) a class action is superior to other available methods for efficient adjudication of this
5 controversy for settlement; and (f) counsel of record for the Class Representatives are qualified to
6 serve as counsel for them in their representative capacity and for the Class.

7 6. Class Members are defined for Settlement purposes as: All persons who are or were
8 employed by Defendant in California and classified as hourly, non-exempt employees during the
9 Class Period of June 25, 2017, to May 12, 2023.

10 7. For purposes of this Settlement, Aggrieved Employees are defined as: All individuals
11 who are or were previously employed by Defendant in the State of California who were classified as
12 hourly, non-exempt employees during the period of March 29, 2019, to May 12, 2023

13 8. The Court finds and determines the terms of the Agreement are fair, reasonable, and
14 adequate and, having found the Settlement was reached as a result of informed and non-collusive
15 arms'-length negotiations facilitated by a neutral, experienced mediator, directs the Parties to
16 effectuate the Settlement terms as set forth in the Agreement. The Court finds the Parties conducted
17 extensive investigation, research, and informal discovery, and their attorneys were able to reasonably
18 evaluate their respective positions. The Court also finds Settlement will enable the Parties to avoid
19 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
20 continue to litigate the case. The Court has reviewed the monetary recovery and recognizes the
21 significant value provided to the Class.

22 9. The Court finds and determines the terms of the Settlement are fair, reasonable and
23 adequate to the Class and each Class Member, the Settlement is ordered finally approved, and all
24 terms of the Agreement should be and are ordered to be consummated.

25 10. The Court finds and determines Settlement Payments to be paid to Participating Class
26 Members and Aggrieved Employees under the Settlement are fair and reasonable. The Court grants
27 final approval to and orders payment of those amounts to Participating Class Members and Aggrieved
28 Employees in accordance with the Agreement.

1 11. The Court finds and determines fees and expenses to administer the Settlement
2 incurred by Simplrui, Inc. of \$23,000.00 are fair and reasonable. The Court grants final approval to
3 and orders payment of that amount in accordance with the Agreement.

4 12. The Court finds and determines the Class Representative Service Payment of
5 \$10,000.00 to Plaintiff Angel Caracoza is fair and reasonable, and orders the Administrator to make
6 this payment in accordance with the terms of the Agreement.

7 13. The Court finds and determines the Class Representative Service Payment of
8 \$10,000.00 to Plaintiff Daniel Ortiz is fair and reasonable, and orders the Administrator to make this
9 payment in accordance with the terms of the Agreement.

10 14. The Court finds and determines payment to the California Labor and Workforce
11 Development Agency of \$75,000.00 as its share of the Settlement of civil penalties under the Private
12 Attorneys General Act is fair, reasonable, and appropriate. The Court grants final approval to and
13 orders that amount be paid in accordance with the Agreement.

14 15. The Court awards Class Counsel attorneys' fees of \$833,333.33 [70% to Cohelan
15 Khoury & Singer United Employees Law Group, PC (to be divided 66.67% to CKS and 33.33% to
16 UELG) and 30% to Haig B. Kazandjian Lawyers, APC.] and litigation costs of \$21,290.01. The Court
17 finds such amounts to be fair and reasonable. The Court orders the Administrator to make these
18 payments in accordance with the Agreement.

19 16. Without affecting the finality of this Order or the entry of judgment in any way, the
20 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
21 effectuation, and enforcement of this Order and the Agreement.

22 17. The Settlement is not an admission of liability by Defendants Ashley Furniture
23 Industries, LLC and Ashley Furniture Industries, Inc. (collectively, "Defendant"), or any of
24 Defendant's former and present directors, officers, shareholders, owners, members, attorneys,
25 insurers, predecessors, successors, assigns, subsidiaries and affiliates, ("Released Parties"), nor is this
26 Order or entry of judgment a finding any claim in the Actions against Defendant is valid. This Order,
27 entry of judgment, or Settlement, may not be construed as, or used as an admission of, any fault,
28 wrongdoing or liability by Defendant or any Released Party. Negotiating, entering or carrying out the

1 Settlement, shall not be offered in evidence against any Released Party in any action or proceeding
2 in any court, administrative agency or tribunal for any purpose except to enforce this Order or
3 Judgment. However, any Released Party may file in any proceeding, this Order or Judgment, or any
4 papers filed in the Action, to support defenses of res judicata, collateral estoppel, release, claim or
5 issue preclusion or any similar defense.

6 18. Plaintiffs and Participating Class Members, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors and
8 assigns, release the Defendant and the Released Parties from all class claims pled or that could have
9 been pled based on the factual allegations contained in the operative complaints which occurred
10 during the Class Period including, but not limited to claims under California Labor Code §§ 201, 202,
11 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175,
12 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, and expressly excluding all other
13 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
14 disability, social security, workers' compensation, and class claims outside of the Class Period. The
15 time period for this release is the Class Period of June 25, 2017 through May 12, 2023.

16 19. Plaintiffs and Aggrieved Employees, on behalf of themselves and their respective
17 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
18 the Defendant and each of its former and present directors, officers, shareholders, owners, members,
19 attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates from all PAGA
20 claims pled or that could have been pled based on the factual allegations contained in the operative
21 complaints and PAGA Notices that occurred during the PAGA Period that stated violations of
22 California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512,
23 558(a), 558.1, 1174, 1174.5, 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802
24 as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested
25 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
26 compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the
27 PAGA Period of March 29, 2019 through May 12, 2023.

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1 20. Nothing in this Order shall preclude any action to enforce the Agreement or this Order,
2 including the requirement Defendant make payments to Participating Class Members and Aggrieved
3 Employees in accordance with the Settlement.

4 21. The Judgment, once entered, shall constitute a judgment for purposes of California
5 Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this Order, judgment
6 shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577 and
7 904.1(a), and the Plaintiffs/Class Representatives, Participating Class Members and Aggrieved
8 Employees shall take nothing from Released Parties except as expressly set forth in the Agreement.

9 22. The Parties will comply with California Rules of Court Rule 3.771(b), by giving notice
10 to Class Members by posting the Final Approval Order and Judgment on the Settlement
11 Administrator's website.

12 23. Pursuant to Labor Code section 2699(l)(3), Plaintiffs shall submit a copy of this Order
13 and Judgment to the California Labor and Workforce Development Agency within 10 days after entry
14 of this Order and Judgment.

15 24. The Parties will bear their own costs and attorneys' fees except as otherwise provided
16 by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

17 IT IS SO ORDERED.

18
19 Date: _____

Honorable Jessica Morgan
Judge of the Superior Court