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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

**DECLARATION OF MARKUS
BULTHUIS ON BEHALF OF
SIMPLURIS, INC. IN SUPPORT OF
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 20, 2024

Time: 8:30 a.m.

Dept.: 26

Complaint filed: June 1, 2020

1		Trial Date:	Not set
2			
3			
4			
5			
6	DANIEL ORTIZ, individually and on behalf of all other aggrieved employees,	CASE NO. CIVDS2012912	
7	Plaintiff,		
8	v.		
9	ASHLEY FURNITURE INDUSTRIES,		
10	INC., a Wisconsin Limited Liability		
11	Company; ASHLEY FURNITURE		
12	INDUSTRIES, INC., a Wisconsin		
13	Corporation; and DOES 1 through 50,		
14	Inclusive,		
15	Defendants.		
16	ANGEL CARACOZA, JR., on behalf of	CASE NO. CIVSB2118827	
17	himself and all others similarly situated,		
18	Plaintiff,		
19	v.		
20	ASHLEY FURNITURE INDUSTRIES,		
21	INC., a Wisconsin Corporation d/b/a THE		
22	ASHLEY COMPANIES; and DOES 1		
23	through 10, Inclusive,		
24	Defendants		
25	DANIEL ORTIZ, on behalf of himself and all	CASE NO. CIV SB 2212619	
26	others similarly situated,		
27	Plaintiffs,		
28	v.		
	ASHLEY FURNITURE INDUSTRIES,		
	INC., ASHLEY FURNITURE		
	INDUSTRIES, INC., a California		
	Corporation, and DOES 1 through 50,		
	inclusive,		
	Defendants.		

1 I, **MARKUS BULTHUIS**, declare the following facts to be true and correct and if called
2 as a witness would testify competently to the same:

3 1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”)
4 the settlement administrator in the above-entitled action. My business address is 3194-C
5 Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 415-2691. I
6 am over twenty-one years of age and authorized to make this declaration on behalf of
7 Simpluris and myself.
8

9 2. Simpluris, Inc. is a Class Action Settlement Administration company located
10 in Costa Mesa, CA. It is founded by individuals who have each managed thousands of
11 settlements, along with professionals in the areas of Software Development, Third-Party
12 Claims Administration, Mail-House Operations, and Call Center Support Management.
13

14 3. Simpluris was appointed by the Court as Settlement Administrator to
15 administer the Settlement in accordance with the terms of the Class Action and PAGA
16 Settlement Agreement and Class Notice (the “Agreement”). Simpluris has been, and if
17 the Court grants final approval of the Settlement, will be responsible for, among other
18 things: (a) printing and mailing the Court Approved Notice of Class Action Settlement
19 and Hearing Date for Final Court Approval (“Notice”); (b) receiving undeliverable
20 Notices; (c) receiving and validating requests for exclusion and objections; (d)
21 calculating individual settlement payments, distributing funds, and tax-reporting
22 following final approval; (e) mailing settlement checks; (f) answering questions from
23 Class Members; and (g) performing such other tasks necessary to effectuate the terms of
24 the Settlement or as the Parties mutually agree or the Court orders Simpluris to perform.
25
26
27
28

1 4. A toll-free telephone number was included in the Notice for the purpose of
2 allowing the Class Members to call Simpluris and to make inquiries regarding the
3 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
4 operation throughout the settlement process. Callers have the option to speak with a live
5 call center representative during normal business hours or to leave a message and receive
6 a return call during non-business hours. The toll-free telephone number included in the
7 Notice was 1-866-221-3271.
8

9 5. On February 27, 2024, Simpluris received the Court-approved Notice. The
10 Notice advised Class Members of their right to opt out from the Settlement, object to the
11 Settlement, or do nothing, and the implications of each such action. The Notice advised
12 Class Members of applicable deadlines and other events, including the Final Approval
13 Hearing, and how Class Members could obtain additional information. The Class Notice
14 was pre-printed with the name and address of the Class Member and their estimated
15 payment.
16

17 6. On March 14, 2024, Counsel for Defendant provided Simpluris with a mailing
18 list ("Class List") containing the name, last known address, Social Security number, and
19 pertinent employment information during the Class Period for the Class Members. The
20 Class List contained data for three thousand three hundred sixty-six (3,366) Class Members
21 who worked one hundred forty-three thousand forty-three (143,043) Workweeks during
22 the Class Period who were all also Aggrieved Employees who worked fifty-nine thousand
23 one hundred fifty-nine (59,159) Pay Periods during the PAGA Period.
24

25 7. The mailing addresses contained in the Class List were processed and updated
26 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
27
28

1 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
2 In the event that any individual had filed a U.S. Postal Service change of address request,
3 the address listed with the NCOA was utilized in connection with the mailing of the Class
4 Notices.

5 8. On March 28, 2024, after updating the mailing addresses through the NCOA,
6 Notices were mailed via First Class Mail to three thousand three hundred sixty-six (3,366)
7 Class Members contained in the Class List. A sample Notice is attached hereto as **Exhibit**
8 **A.**

9
10 9. As of this date, four hundred forty (440) Notices were returned by the post
11 office. For those without forwarding addresses, Simpluris attempted to find a forwarding
12 address using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used
13 the Class Member's name and previous address to locate a current address. Altogether,
14 Simpluris re-mailed three hundred eighty-eight (388) Notices to either; a new forwarding
15 address provided by the Post Office, a newfound address using Accurint, or a forwarding
16 address provided by the Class Member. Ultimately, sixty-three (63) Notices were
17 undeliverable.
18
19

20 10. The Net Settlement Amount of \$1,502,376.66 available to pay Settlement
21 Class Members was determined as follows:

22		
23	Gross Settlement Amount:	\$2,500,000.00
24	Less Class Counsels' Fees (Requested)	-\$833,333.33
25	Less Class Counsels' Litigation Expenses (Requested)	-\$21,290.01
26	Less Class Representative Service Payments (Requested)	-\$20,000.00
27	Less PAGA Penalties	-\$100,000.00
28		

Less Settlement Administration: -\$23,000.00

NET SETTLEMENT AMOUNT **\$1,502,376.66**

11. As of today, there are three-thousand three hundred sixty-six (3,366) Settlement Class Members who will receive a proportion of the Net Settlement Amount. The highest estimated Individual Class Payment is \$3,222.94, and the average estimated Individual Class Payment is \$446.34. There are three-thousand three hundred sixty-six (3,366) Aggrieved Employees who will receive a proportion of the \$25,000.00 allocation to Aggrieved Employees from the PAGA Penalties. The highest estimate Aggrieved Employee PAGA Penalties payment is \$45.72, and the average estimated Aggrieved Employee PAGA Penalties payment is \$7.43.

12. As of this date, Simpluris has not received any requests for exclusion from the Settlement. The deadline for Class Members to submit a request for exclusion was May 28, 2024.

13. Class Members who wished to object were directed to submit their objection to the Settlement Administrator. As of this date, Simpluris has not received any objections. The deadline for Class Members to submit an objection was May 28, 2024.

14. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$23,000.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Executed this 18th day of July, 2024, in Port Orchard, Washington.

Harold Burtin.

Markus Bulthuis

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Angel Caracoza v. Ashley Furniture Industries, LLC., (San Bernardino Case Nos. CIVDS2012912 (PAGA) & CIVSB2118827 (Class)); and Daniel Ortiz v. Ashley Furniture Industries, LLC. (San Bernardino Case Nos. CIVSB2122588 (PAGA) & CIVSB2212619 (Class))

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID
«SIMID»
«Barcode_188506»

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Ashley Furniture Industries, LLC and Ashley Furniture Industries, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by two former employees of Defendant, Angel Caracoza and Daniel Ortiz (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant during the Class Period of June 25, 2017 through May 12, 2023; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt employees who worked for Defendant during the PAGA Period of March 29, 2019 through May 12, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Class_EstSettAmnt_CALC» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGA_EstSettAmnt_CALC»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Class_WW_CALC» workweeks** during the Class Period and **you worked «PAGA_PP_CALC» Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or Pay Periods during the PAGA period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve

your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>May 28, 2024</u>.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by May 28, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice
You Can Participate in the August 20, 2024, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 20, 2024. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>May 28, 2024</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>May 28, 2024</u>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. Plaintiffs contend Defendant: (1) underpaid wages due to its time rounding practice; (2) failed to record meal periods for most putative class members; (3) failed to provide legally compliant meal periods or pay premiums in lieu of them; (4) failed to provide legally compliant third rest periods or pay premiums in lieu of them, and (5) failed to pay meal premiums, overtime wages, and sick pay using the regular rate, all of which resulted in Defendant (6) failing to provide accurate, itemized wage statements, and (7) failing to pay all final wages owed. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Cohelan Khoury & Singer; United Employees Law Group; Haig B. Kazandjian Lawyers, APC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,500,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$833,333.33, which is 33 1/3 % of the Gross Settlement, to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 per named Plaintiff for a total of \$20,000.00 as Class Representative Awards to Plaintiffs Angel Caracoza and Daniel Ortiz for filing the Action, working with Class Counsel, and representing the Class. Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$23,000 to the Administrator for services administering the Settlement; this amount may only increase if there is a showing of good cause and as approved by the Court.
- D. Up to \$100,000.00 for PAGA Penalties, allocated 75% (\$75,000) to the LWDA PAGA Payment and 25% (\$25,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than May 28, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by May 28, 2024. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- 6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- 7. Administrator. The Court has appointed a neutral company, Simpluris (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members, and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all PAGA claims pled or that could have been pled based on the factual allegations contained in the operative complaints and PAGA Notices that occurred during the PAGA Period that stated violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802 as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of March 29, 2019 through May 12, 2023.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until May 28, 2024 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send

copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Caracoza v. Ashley Furniture Industries, LLC, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by May 28, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the August 20, 2024, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<https://www.simpluris.com/case-search/> or the Court's website <https://cap.sb-court.org>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is May 28, 2024.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action Caracoza v. Ashley Furniture Industries, Inc. and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on August 20, 2024, at 8:30 a.m. in Department [S-26] of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before

making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.zoomgov.com/my/dept.s26>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.simpluris.com/case-search/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to <https://www.simpluris.com/case-search/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://cap.sb-court.org> and entering the Case Number for the Action, Case No. CIVDS2012912. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse by booking an appointment at: <https://bookme.name/SBJCCivil>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Name of Company: *Caracoza v. Ashley Furniture Industries, LLC* c/o Class Action Settlement Administrator
Email Address: CaseSupport@simpluris.com
Mailing Address: P.O. Box 26170 Santa Ana, CA 92799
Telephone: (866) 221-3271
Fax Number: (714) 824-8591

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.