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Attorneys for Plaintiffs Angel Caracoza and Daniel Ortiz

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 HAIG B. KAZANDJIAN
IN SUPPORT OF MOTION FOR ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA 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 **DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR FINAL APPROVAL OF CLASS SETTLEMENT**

3 I, Haig B. Kazandjian, declare:

4 1. I am an attorney licensed to practice before all courts of the State of California. I
5 am counsel for the class action Plaintiffs herein and have personal knowledge of the facts thereto.
6 If called as a witness, I could and would competently testify herein.

7 **Qualifications of Class Counsel**

8 2. I received my J.D. from Southwestern Law School in 2011.

9 3. In December 2011, I was admitted to the California Bar. In January 2012, I
10 founded the Law Offices of Haig B. Kazandjian. In 2017, I founded Haig B. Kazandjian Lawyers
11 APC, where I have been the principal and managing attorney. My law practice focuses on
12 complex cases involving labor and employment, as well as mass tort claims. Currently I am the
13 attorney of record in numerous employment-related wage and hour putative class actions and
14 PAGA representative actions.

15 4. I am well-experienced in wage-and-hour class action litigation as well as PAGA
16 litigation. As class counsel, I have been granted final approval of many wage-and-hour class
17 actions and PAGA representative action. I have acted as lead counsel on the following class and
18 PAGA cases which gained final approval by the Court: (1) Kalbaklian et al. v. PSI Services LLC
19 (BC637011 – Judge Freeman); (2) Hackett et al. v. Hotei Marketing (BC639589 – Judge
20 Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 – Judge Buckley) (4) Gutierrez et al.
21 v. Foremost Foods Corp. (BC706453 – Judge Mooney); (5) Salinas et al. v. True World Foods
22 Los Angeles (18STCV01288– Judge Nelson); (6) Estrada v. TT Fremont Holding, Inc.
23 (19CHCV00193 – Judge Sandvig); (7) Visket v. LA Solar Group Inc (LS030122 – Judge Cotton);
24 (8) Nicholas v. Rockstar Beverage Corp. (19STCV18234 – Judge Court); (9) Glassel v. Toscanova
25 (20VECV00755 – Judge Keeny); (10) Beltran v. Vista Del Mar Child and Family Services
26 (20SMCV01926 – Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 – Judge
27 Kralik); (12) Gonzalez-Arellano v. Starchild Interventions (21STCV10947); (13) Ba v. Advantage
28 Gold LLC (20SMCV01687 – Judge Epstein); (14) Godinez v. The Natures Bounty Co.

1 (20CHCV00263- Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314- Judge
2 Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) – Judge Leis); (17)
3 Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 – Judge Fahey);
4 (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler); (19) Lisa
5 Clark, et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20) Mariam
6 Davtyan, et al. v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21) Erik Lopez,
7 et al. v. The Switch Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin Shipley, et al.
8 Robsag Inc., et al. (20GDCV00578 - Judge Leis) (23) Aivazian v Lakeside Medical Group
9 (BC701224-Judge Nelson); (24) Gragoosian v. Volt Management Corporation (20STCV28854-
10 Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC (21STCV05842- Judge Tamzarian);
11 (26) Gutierrez v Buca, Inc. (19BBCV01008- Judge Kralik); (27) Gonzalez v 4 Over, LLC, et al.
12 (18STCV01287 – Judge Riff).; (28) Smith v Velocity Aerospace Group, Inc. (20STCV03159
13 Judge Palazuelos); and (29) Landeros v Gardner Management, Ltd. (20STCV03151 Judge
14 Palazuelos); (30) Bustamante v Calwest Refrigeration, Inc. (CIVSB2119755 Judge Cohn); (31)
15 Baez v Centinela Skilled Nursing & Wellness Centre, East, LLC (21TRCV00270 Judge Tanaka);
16 (32) Hill v. Prime Healthcare Centinela, LLC (20TRCV00071- Judge Tanaka); (33) Kim v. Hi-
17 Temp Metals, Inc. (21CHCV00176 Judge Pfahler).; (34) Passos v Beaumont Management Co.,
18 Inc. (20VECV00962- Judge Fahey); (35) Traub v Roll Up Doors, Inc. (21PSCV00705 – Judge
19 Falls); (36) Rhyoo v. Loan depot (VECV01419 – Judge Cotton); (37) Keraachi v Net2Source Inc
20 (21GDCV01171 – Judge Hofer); (38) Scarpati v Consejosano, Inc. (22BBCV00003 – Judge
21 Kralik); (39) Chenault v. Los Angeles Collective, LLC (21STCV43550 Judge Meiers); (40)
22 Mosley v Tender Home Health (21CHCV00773 Judge Sandvig); (41) Cummings v. A
23 Community of Friends (21STCV09262 -Judge Landin); (42) Davtyan v. In2Vision Programs, Inc.
24 (21NWCV00175 - Judge Bernal); (43) Garcia v Alyn Industries, Inc. (21VECV00671 – Judge
25 Watkins); (44) Borillo v S&F Management Company, Inc. (21SMCV01370 Judge Mandel); (45)
26 Panosian v. 5905 AHK, LLC (21VECV00401 Judge Salkin); (46) Medina v. Caden
27 (19VECV00781 Judge Virginia Keeny); (47) Lopez-Casillas v. PHC Service Co. (21STCV08874
28 Judge Stephen I. Goorvitch); (48) Banks v. Carter Saco Logistics (21CHCV00399 Judge Stephen

1 P. Phahler); (49) Gamil v. 444-448 W. Windsor, LLC, (22GDCV00100 - Judge David A. Rosen);
2 (50) Mota v. Mt. Olive, (22PSCV00154- Judge Sirna Savatore); (51) Ruvalcaba v Amphenol
3 Corporation (22NWCV00167- Judge Tsao); and (52) Mkhitarian v Bank of the West, (BC691989
4 Judge Kenneth R. Freeman).

5 **Procedural History**

6 5. On June 5, 2020, Plaintiff Caracoza commenced this Action by filing a PAGA only
7 Complaint against DEFENDANT, Case No. CIVDS2012912. On October 15, 2020, Plaintiff
8 Caracoza filed a First Amended PAGA only Complaint against DEFENDANT, Case No.
9 CIVDS2012912. On July 26, 2021 Plaintiff Ortiz filed a PAGA only Complaint against
10 DEFENDANT, Case No. CIVSB2122588. On June 24, 2021 Plaintiff Caracoza filed a Class
11 Action Complaint against DEFENDANTS, Case No. CIVSB2118827. On June 16, 2022, Plaintiff
12 Ortiz filed a Class Action Complaint against DEFENDANTS, Case No. CIVSB2212619. The
13 PAGA only Complaints filed by Plaintiffs Caracoza and Ortiz in Case Nos. CIVDS2012912 and
14 CIVSB2122588 were consolidated.

15 6. The Parties agree to consolidation of the Class and PAGA Complaints filed by
16 Plaintiffs Caracoza and Ortiz for purposes of settlement in Case Nos. CIVDS2012912,
17 CIVSB2122588, CIVSB2118827 and CIVSB2212619 (collectively “Operative Complaints”).

18 7. Plaintiff Caracoza’s Counsel and I entered into discussions which resulted in an
19 agreement to coordinate the cases for the collective benefit of potential class members. Plaintiffs’
20 Counsel then entered into a joint written prosecution agreement with Plaintiffs Ortiz and Caracoza
21 which calls for, and discloses in writing a 70/30 split between counsel. Plaintiffs Ortiz and Caracoza
22 consented to the joint prosecution agreement in this case in writing.

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1 8. Over the course of this Action, Plaintiffs' Counsel conducted a thorough
2 investigation into, and evaluation of, the merits of the potential claims and defenses. Plaintiffs'
3 Counsel focused their investigation and legal research on the underlying merits of Class Members'
4 claims, the damages to which they were entitled, and the propriety of class certification. As part
5 of their investigation, Plaintiffs' Counsel conducted a thorough investigation which included
6 substantial discovery. Additionally, Plaintiffs' Counsel conducted in-depth background research
7 on Defendant, including obtaining each named Plaintiffs' personnel file and reviewing Defendant's
8 website job postings to obtain further information on the claims and defenses.

9 9. Once the matter was at issue, the Parties engaged in meet and confer discussions
10 regarding potential discovery issues, potential law and motion matters, and the merits of the case,
11 and ultimately agreed to attempt early mediation. Plaintiff Caracoza propounded, and Ashley
12 answered, comprehensive discovery in the Caracoza PAGA action. Plaintiff Ortiz also propounded
13 discovery in the Ortiz PAGA action. Ashley informally produced requested data and policy
14 documents for mediation, including: 20 percent of corresponding class time and pay records for the
15 putative class; its Corporate Handbook and California Addendum; descriptions of job positions for
16 all non-exempt employees; exemplar wage statements from throughout the putative class period;
17 and other policy documents. Thus, the Parties engaged in significant informal discovery to facilitate
18 an exchange of information necessary to engage in a meaningful mediation. Consequently,
19 Plaintiffs' counsel reviewed time records, payroll records, personnel policies/handbooks, meal
20 break policies, personnel files for Plaintiffs, and a random sampling of paystubs produced by
21 Ashley. Defendant also provided documents and information reflecting the estimated total amount
22 of weekly pay periods that putative class members worked, and average hourly pay rates, among
23 other relevant data. Plaintiffs had this information reviewed and analyzed by consulting expert
24 Berger Consulting Group to assist with, inter alia, determining potential meal/rest period violation
25 rates, the amount of potential "off the clock" work, etc., and formulating a damages model.

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1 10. The Parties then engaged Todd Smith, Esq., a respected mediator with extensive
2 wage and hour class action experience and on December 16, 2022 participated in a full day
3 mediation with Mr. Smith. Throughout the day, the arms-length negotiations were hard-fought and
4 adversarial as the Parties exchanged extensive information on their legal and factual positions, and
5 made numerous offers and counter-offers. The matter did not settle at the December 16, 2022
6 mediation. Following the mediation after several months of negotiations, each side, represented by
7 its respective counsel, were able to agree to settle the Action, memorialized in the form of a
8 Memorandum of Understanding, executed by all parties on or about July 19, 2023. The Parties later
9 negotiated the Class Action and PAGA Settlement Agreement setting forth the full and final
10 settlement terms.

11 11. I recognize the expense and length of continued proceedings necessary to litigate
12 this Action through trial and potential appeals. I have also taken into account the uncertainty and
13 risk of the outcome of further litigation and arbitration, and the difficulties and delays inherent in
14 such proceedings. I am also aware of the burdens of proof necessary to establish liability for the
15 claims asserted in the Action, both generally and in response to Defendants' defenses, and the
16 difficulties in establishing damages for the Settlement Class Members. If the Parties continued to
17 litigate the case, they would need to conduct extensive further document discovery, including
18 substantial discovery of electronically-stored information, and take numerous depositions of
19 Defendant's corporate representatives, Class Members, and other fact witnesses. The Parties'
20 Settlement is not the result of fraud or collusion. Rather, the proposed Settlement was reached after
21 commencing litigation and following several years of highly contested litigation and arms-length
22 negotiations with opposing counsel in this matter. Pursuant to *Kullar v. Foot Locker Retail, Inc.*
23 (2008) 168 Cal.App.4th 116, the Parties conducted extensive discovery and exchanged documents,
24 data, and information prior to mediating.

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1 12. Based on this investigation, Plaintiffs' Counsel found the sample was representative
2 and that there was no indication of cherry-picking because the records produced were highly
3 similar to Plaintiffs' records. Plaintiffs conducted an informed and detailed analysis of Defendants'
4 potential liability and defenses. Prior to filing the Action, Plaintiffs' Counsel also performed a
5 significant investigation into the claims and defenses by conducting detailed interviews with
6 Plaintiff.

7 13. This information was more than sufficient for both sides to adequately evaluate the
8 risks and benefits of continued litigation, and to calculate the potential Class damages. Defendants'
9 company-wide policies of purported noncompliance with numerous California labor laws, as
10 alleged in Plaintiff's TAC, were pervasive and also affected other allegedly aggrieved employees.
11 Thus, based on thorough investigation and discovery, Plaintiffs' Counsel spent significant time
12 reviewing a sampling of employee time and payroll records and analyzing a production of a
13 randomized sampling of detailed voluminous class-wide payroll and time punch data. Plaintiffs'
14 Counsel found significant similarities in Plaintiffs' records as in those of the putative class
15 members, including purported evidence of off the clock work, meal and period violations, rest
16 break violations, and failure to reimburse business expenses. Thus, after several years of highly
17 contested litigation and following arms-length negotiations in this proposed class and
18 representative action with opposing counsel in this matter, the Parties were able to resolve this
19 Action after mediation.

20 14. Accordingly, I have determined that the terms set forth in this Settlement
21 Agreement are fair, adequate and reasonable, and in the best interests of the Class Members.
22 Having carefully weighed all these considerations, at the time the Settlement was reached, I was
23 satisfied that the proposed Settlement was in the best interests of the Class. Further, the proposed
24 settlement did not involve the presence of a governmental participant.

25 15. The ongoing work in litigating the claims in this case has been extensive, and
26 ultimately successful, in achieving a substantial settlement resolution.

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1 16. I will continue to work on this case for several more months at a minimum. As
2 Class Counsel, along with co-counsel, I anticipate spending significant time on this case attending
3 the Final Approval hearing, and answering Settlement Class Member questions, communicating
4 with the Settlement Administrator, and communicating with Defendant as necessary regarding any
5 settlement administration issues that may arise.

6 **Risk of Representation and Resources Expended**

7 17. This matter has required my firm to expend substantial time that could have been
8 spent on other fee-generating matters. We took this matter on a pure contingency basis, expending
9 this effort without any guarantee of recovery. At various times, the litigation has consumed a
10 significant percentage of my time, my attorney colleagues' time, and my staff's time.

11 18. My firm undertook representation of Plaintiffs in this action without any assurance
12 of payment for its services, litigating the case on a wholly contingent basis in the face of significant
13 risk. Class cases of this type are, by their very nature, complicated and time-consuming. Any
14 lawyer undertaking representation of large numbers of affected employees in class actions
15 inevitably must be prepared to make a tremendous investment of time, energy, and resources.
16 Sometimes these cases result in a recovery for the class, and sometimes they do not, in which case
17 we are paid nothing for our time and costs incurred.

18 **The Value of the Time and Costs Invested by Haig B. Kazandjian Lawyers**

19 19. As of today, my firm has expended approximately 215.85 hours on this matter, with
20 work still continuing. Attached hereto as **Exhibit 1** is a true and correct Attorney Task and Time
21 Chart that sets forth in detail the breakdown of time for the requisite tasks performed by Class
22 Counsel. The firm's total lodestar for these hours amounts to \$156,273.75.

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1 20. The work performed in this matter, the backgrounds of my firm, as well as the
2 individual backgrounds, training, and experience of the attorneys who worked on this matter, in
3 litigating class actions, and in particular, wage-and-hour matters, support a reasonable blended
4 hourly rate of compensation at the rate of \$725 per hour for work performed by Class Counsel. The
5 rate is my firm's current billing rate and is supported by the extensive and specialized experience
6 in these types of cases and has been approved by other courts. My office's rates are also in line
7 with those typically approved in California wage-and hour class action litigation. The Laffey
8 Matrix would actually provide for a rate increase. (Haig B. Kazandjian Lawyers, APC: Founder,
9 Haig B. Kazandjian, 11+ years' experience - \$878)

10 **Out-of-Pocket Costs Incurred by Haig B. Kazandjian Lawyers**

11 21. Haig B. Kazandjian Lawyers, APC maintains all records regarding litigation
12 expenses incurred on each case. I have reviewed the records of litigation expenses incurred in this
13 matter. According to our records, our firm has incurred at least \$7,118.86 in costs as of today. This
14 amount includes costs attributable to telephonic conferences, copies, and expenses associated with
15 the preparation, research, and filing of the papers in this matter. Attached hereto as **Exhibit 2** is a
16 true and correct summary of the litigation expenses incurred by Haig B. Kazandjian Lawyers, APC
17 in this matter. Haig B. Kazandjian Lawyers, APC has not received any reimbursement for any of
18 the monies expended to cover costs incurred in this matter.

19 **Service Awards**

20 22. In exchange for a general release, the release of all their individual claims in the
21 lawsuit, and for their time, effort and risk in bringing and prosecuting this matter, the Parties have
22 agreed to pay Class Representative Service Payments of \$10,000 each to Plaintiff's Caracoza and
23 Ortiz for a total of \$20,000.

24 23. The requested Class Representative Service Awards are fair and appropriate
25 considering the substantial amount of time each of the two named Plaintiffs spent in prosecution
26 of this case and the substantial reputational risk they each took on in bringing the claims.

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24. The Service Awards are also proportional compared to the total recovery in this case. The amount of the total for the two Service Awards is approximately .008 % of the gross settlement amount.

25. The requested awards are well within the range of reasonableness, particularly in light of the fact that each of the Class Representatives have agreed to sign general releases, whereas each Settlement Class Member will only be releasing specific wage and hour claims.

26. Both Class Representatives, simply by having their names listed as the named Plaintiffs on court documents that are widely available on the internet, have undertaken significant risks and notoriety in bringing these cases. To date, the Class Representatives have not received any personal benefit as a result of their efforts in this Litigation.

27. The requested Class Representative Service Awards are fair and appropriate. Each Plaintiff spent a substantial amount of time and effort to produce relevant information, documents, and past employment records, gathering and providing the facts and evidence necessary to prove the allegations. Plaintiffs were available whenever Plaintiffs' counsel needed them and actively tried to obtain information that would benefit the Class.

28. Accordingly, it is appropriate and just for Plaintiffs to receive service awards in the amount set forth above, in addition to their Individual Settlement Payment, for their services provided, and risks undertaken on behalf of all Class Members. The ongoing work in litigating the claims in this case will be extensive and uncertain, however the Plaintiffs have achieved a substantial settlement resolution at this time.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 17th day of July 2024 at Glendale, California

/s/ Haig B. Kazandjian

Haig B. Kazandjian

EXHIBIT 1

HAIG B. KAZANDJIAN LAWYERS, APC

ORTIZ, JR. V. ASHLEY FURNITURE INDUSTRIES, LLC ET AL.

CASE NO: PAGA: CIVSB2122588; CLASS: CIVSB2212619

Hours	Description	Rate	Billable
7.25	Pre-Lawsuit Investigation of the Key Facts with a Focus on Representative Action elements, including but not limited to adequacy of Potential Plaintiff(s), Pre-Lawsuit Investigation of the Merits of Claims and the Merits of the Claims of Other Representative Class Members Civil Penalties Under the California Private Attorneys General Act of 2004, Labor Code §§ 2698, <i>et seq</i>	\$725	\$5,256
0.75	Pre-Lawsuit Inquiry and Analysis of Potential Civil Penalties Exposure of Defendants with Respect to the Damages Sustained By/Civil Penalties Owed to Plaintiff and the Aggrieved Employees	\$725	\$544
3	Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, Failure to Reimburse Business Expenses, and Representative PAGA Decisions, including all New Relevant DLSE Materials	\$725	\$2,175
2	Investigation of Defendants' Organization and Corporate Structure, Vendors, and Executive Reporting Structure as they Related to the Employment and Management of the Representative Class Members	\$725	\$1,450
1	Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage and Hour Issues and Establishing Willfulness and Uniformity	\$725	\$725
2	Research and Analysis of Potential Defenses Defendants May Raise, Including, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	\$725	\$1,450
0.75	Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Discovery, Liability, and Civil Penalties	\$725	\$544
5	Analysis and Review of Personnel Documents/Client Docs of Plaintiff	\$725	\$3,625
2	Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues.	\$725	\$1,450

1	Comparative Analysis and Cross-Checking of All Available Job Postings by Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the- Clock or During Meal or Rest Breaks	\$725	\$725
2	Research and Investigation Re Manageability Issues, including Research Regarding Which Experts to retain and For What Purpose	\$725	\$1,450
2.5	Research and Investigation Re Defendant's Policies, Practices, and Procedures Relating to Reporting Time, Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	\$725	\$1,813
0.25	Research into Case Law and Active Cases Involving Facts Where Defendant Failed to Provide the Required Premium Pay Payments	\$725	\$181
4.5	Review and Analysis of Defendant's Written Policies, Practices, and Procedures and Related Documents Regarding Timekeeping, Compensation, and Wage-and-Hour Compliance, Scheduling, Payment and Calculation of Shift Differentials, Commissions, and Regular Rate Calculation	\$725	\$3,263
0.5	Review and Analysis of Defendant's Business-Related Expense Reimbursements Policy, Procedures and Practices, and Related Documents/Information	\$725	\$363
3	Internal Meeting re Status of Case and Assigning Tasks internally	\$725	\$2,175
1.5	Draft, edit, review and send Records Request document.	\$725	\$1,088
2.5	Draft, edit, review and route PAGA Notice to LWDA and Defendant	\$725	\$1,813
1.25	Draft, edit, review and file PAGA Complaint (CIVSB2122588)	\$725	\$906
0.25	Review and file Proofs of service of Summons	\$725	\$181
1.25	Internal Meeting re status of the case, assigning further tasks internally	\$725	\$906
0.4	Email correspondence with Opposing Counsel re Joint Initial Case Management Conference Report	\$725	\$290
1	Email correspondence with Opposing Counsel re Discovery Requests.	\$725	\$725
0.3	Phone correspondence with Opposing Counsel re discovery.	\$725	\$218
2	Draft and prepare Joint Initial Case Management Conference Report	\$725	\$1,450
2	Reviewing Defendant's Memorandum Of Points And Authorities In Support Of Its Motion To Consolidate Cases; and Declaration	\$725	\$1,450
1	Phone correspondence with Opposing Counsel.	\$725	\$725

1	Email correspondence with Opposing Counsel re Belaire-West notice, PMQ deposition notice, Discovery requests, mediation.	\$725	\$725
0.4	Email correspondence with Opposing Counsel re Defendant's production and Belaire-West notice.	\$725	\$290
0.25	Reviewing Class Action Complaint (Caracoza v. Ashley Furniture, et al.)	\$725	\$181
3.7	Reviewing Defendant's production.	\$725	\$2,683
0.3	Reviewing Defendant's Initial Trial Setting Conference Statement.	\$725	
0.3	Received and reviewed Belaire-West notice.	\$725	\$218
8.5	Reviewing discovery and production in related matter	\$725	\$6,163
0.2	Phone correspondence with Opposing Counsel.	\$725	\$145
4.5	Draft and prepare: Plaintiff Daniel Ortiz Jr's Requests For Production Of Documents (Set One) To Defendant Ashley Furniture Industries, LLC; Plaintiff Daniel Ortiz Jr's Special Interrogatories (Set One) To Defendant Ashley Furniture Industries, LLC; And Declaration Of Haig B. Kazandjian For Additional Discovery; Plaintiff Daniel Ortiz's Request For Admissions To Defendant Ashley Furniture Industries, LLC; Plaintiff Daniel Ortiz Jr's Special Interrogatories Employment (Set One) To Defendant Ashley Furniture Industries, LLC; Plaintiff Daniel Ortiz Jr's Form Interrogatories General (Set One) To Defendant Ashley Furniture Industries, LLC	\$725	\$3,263
0.4	Reviewing Notice Of Non-Opposition To Defendant's Motion To Consolidate Cases	\$725	\$290
0.5	Reviewing Answer And Affirmative Defenses Of Defendants Ashley Furniture Industries, LLC, Also Erroneously Sued As Ashley Furniture Industries, Inc., To Plaintiff's Complaint	\$725	\$363
3.75	Draft, edit, review and file CLASS ACTION Complaint (CIVSB2212619)	\$725	\$2,719
0.2	Reviewing Initial Case Management Conference Order, Dated July 20, 2022	\$725	\$145
1	Draft and prepare Notice and Acknowledgment of Receipt and supporting documents.	\$725	\$725
0.2	Received, reviewed and filed executed Notice and Acknowledgment of Receipt.	\$725	\$145
0.2	Reviewing Defendant's Notice of Appearance.	\$725	\$145
1.25	Internal Meeting re status of the case, assigning further tasks internally	\$725	\$906
0.4	Email correspondence with Opposing Counsel re Joint Initial Case Management Conference Statement.	\$725	\$290
0.75	Reviewing Joint Initial Case Management Conference Statement	\$725	\$544
2.2	Reviewing Defendant Ashley Furniture Industries, LLC F/K/A Ashley Furniture Industries, Inc.'s Answer And Affirmative Defenses To Plaintiff's Class Action Complaint	\$725	\$1,595

0.2	Reviewing Clerk's Notice of Continuance, Dated 12/12/2022	\$725	\$145
0.5	Internal Meeting re Mediation, Assigning Tasks internally	\$725	\$363
0.25	Reviewing Notice of Ruling re: Defendant's Motion to Consolidate.	\$725	\$181
1.5	Internal Conversation re Expert re Damages Analysis	\$725	\$1,088
15.5	Review and Analyze Documents for upcoming Mediation.	\$725	\$11,238
2	Internal Meeting Re Final Analysis and Final Exhibits for Mediation Brief	\$725	\$1,450
3.25	Review Mediation Brief using our Notes and Analysis of Documents	\$725	\$2,356
12.75	Internal Meeting and Review of Mediation Brief and Proposed Edits	\$725	\$9,244
2.25	Internal Meeting and Review of Exhibits gathered for Mediation	\$725	\$1,631
1	Review final Mediation Brief emailed to Mediator	\$725	\$725
3.25	Review email correspondence with Bennett Berger from Berger consulting re analysis.	\$725	\$2,356
7	Review and Analyze Documents and information relating to Defendants' wage-and- hour policies, employee handbooks, earnings statements, and payroll histories; Sampling of time and corresponding pay data Prior to the Expert's Analysis due to Mediation Brief Due Date and Expert needed further time to review substantial Production	\$725	\$5,075
8.5	Prepare for and Attend Full-Day Mediation	\$725	\$6,163
6	Communication with mediator and mediator's office after mediation and prior to settlement	\$725	\$4,350
1	Email correspondence with Patrick Ivie from Simpluris.	\$725	\$725
0.3	Requesting quotes from ILYM and Simpluris for the administration	\$725	\$218
0.5	Email correspondence with Co Counsel re Settlement Agreement and quotes from Simpluris.	\$725	\$363
0.4	Email correspondence with Co Counsel re case costs.	\$725	\$290
7	Draft/Negotiate terms Settlement Agreement	\$725	\$5,075
1.2	Email correspondence with Co Counsel re MOU.	\$725	\$870
1	Email correspondence with Opposing Counsel re MOU.	\$725	\$725
0.5	Email correspondence with Co Counsel re Settlement Agreement.	\$725	\$363
0.2	Reviewing fully executed Settlement agreement.	\$725	\$145
16.25	Draft Memorandum Of Points And Authorities In Support Of Motion For Preliminary Approval Of Class Action Settlement & Related Declarations and Order	\$725	\$11,781
1	Email correspondence with Co Counsel re the first draft of preliminary approval motion.	\$725	\$725
0.4	Reviewing Declaration of Michael D. Singer In Support of Motion For Preliminary Approval of Class Action Settlement.	\$725	\$290

0.5	Reviewing Declaration Of Angel Caracoza, Jr. In Support of Motion For Preliminary Approval Of Class Action	\$725	\$363
0.2	Reviewing Notice of Reassignment of Case for All Purposes	\$725	\$145
25	Meet and communicate via email and phone with Plaintiff throughout the pendency of the case	\$725	\$18,125
3	Reviewing correspondence with administrator	\$725	\$2,175
1	Reviewing declartion from administrator and call to co-counsel	\$725	\$725
3	Drafting declaration in support of final approval	\$725	\$2,175
1.5	Prepare and Appear at Complex Case Management Conference	\$725	\$1,088
1.5	Prepare and Appear at Further Case Management Conference	\$725	\$1,088
1	Prepare and Appear at Complex Case Management Conference	\$725	\$725
1.5	Prepare and Appear at Further Case Management Conference (Post Mediation)	\$725	\$1,088
1.5	Prepare and Appear at Further Case Management Conference	\$725	\$1,088
1.5	Prepare and Appear at Hearing Re: Status of Filing Motion for Preliminary Approval	\$725	\$1,088
215.85			\$156,273.75

EXHIBIT 2

Ortiz v Ashley Furniture-Case Costs (PAGA & CLASS)	
Description	Amount:
PAGA Filing Fee	\$ 75.00
PAGA Filing Fee in SB	\$ 457.77
PAGA: Courtcall - hearing on CMC	\$ 94.00
CA: File To Existing - #27984827 - Daniel Ortiz Jr. v. Ashley	\$ 70.00
Todd Smith Mediation Fee Paid 02/27/2023	\$ 4,500.00
CLASS: Courtcall - hearing on Case Management Conference Case No. 06-CIVSB2212619	\$ 72.00
CLASS: Courtcall - hearing on Complex Case Management Conference Case No. 08-CIVSB2212619	\$ 94.00
CLASS: fax fee	\$ 6.00
CLASS: fax fee	\$ 7.00
CLASS: filing fee	\$ 1,468.00
PAGA: courtcall-Further Case Management Conference	\$ 94.00
Courtcall PROCEEDING: Order To Show Cause	\$ 72.00
Order Number 21799089 Documents Notice Filed,Motion Re:,Declaration	\$ 13.33
One Legal-Motion re:,Notice Filed,Declaration Filed,Declaration Filed,Declaration Filed,Declaration Filed,Prop Order Number 21814915	\$ 80.51
SB Court Docket Document Retrieval: Order Signed & Filed	\$ 4.00
Certified Mail: Employment Records Request	\$ 3.75
Certified Mail: PAGA Notice Ashley Furniture Industries, L	\$ 3.75
Certified Mail: PAGA Notice Ashley Furniture Industries, In	\$ 3.75
	\$ 7,118.86