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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 MICHAEL D. SINGER 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 I, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner at the law firm of Cohelan Khoury & Singer, co-counsel
3 of record for Plaintiffs Angel Caracoza and Daniel Ortiz (“Plaintiffs”) in this Action. I submit this
4 declaration in support of the Motion for Final Approval of Class Action Settlement. The following
5 facts are within my personal knowledge and if called to testify I could and would competently testify
6 to them.

7 2. I am a 1984 Hastings graduate, admitted to the California State Bar in 1984 and the
8 Colorado State Bar in 2001. I have been admitted to practice before the following courts: U.S.
9 Supreme Court; Ninth Circuit Court of Appeals; Southern, Central, Northern, and Eastern Districts
10 of California; and all California State Courts.

11 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
12 Partnership of Professional Law Corporations, and within a few years began to focus on class actions.
13 I joined Cohelan & Khoury in 2000 and was named partner in 2003. In 2009, Cohelan & Khoury
14 became Cohelan Khoury & Singer. Our firm represents plaintiffs in complex, class and representative
15 action litigation, including wage and hour, labor and employment, antitrust, consumer protection,
16 construction defect and other public interest type class and representative actions.

17 4. I was admitted as a fellow to the College of Labor and Employment Attorneys in 2020,
18 and was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and
19 Employment Attorneys. I, along with Isam Khoury, a founding Partner of the firm, and Partner Diana
20 M. Khoury, have also been selected by our peers based on ethics, experience and reputation as Super
21 Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for the years 2012
22 through the present.

23 5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide
24 the Mandatory Continuing Legal Education activity titled “Litigating California Class Actions” and
25 has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the
26 author of Cohelan on California Class Actions (1997-2024, updated annually), part of Thomson
27 Reuters Expert Series. I am a contributing author on the CEB publication California Wage and Hour
28 Law: Compliance and Litigation (2010-2024, updated annually), in which I wrote the opening chapter

1 overview on California Wage and Hour laws, including the public policy underpinnings for those
2 laws, and the Private Attorneys General Act (PAGA) Claim chapter. I am also a contributing author
3 to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation.
4 I have served as a columnist for the California State Bar, Litigation Section on wage and hour
5 litigation and have contributed articles on wage and hour and class action issues through the years to
6 numerous California publications.

7 6. Prior to COVID, I typically lectured several times per year for continuing education
8 courses on wage and hour and class action issues at events in San Diego, Orange County, Los
9 Angeles, and San Francisco. For over twelve years, I served as wage and hour amicus co-chair and
10 liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating
11 amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal.

12 7. I have been engaged in the practice of labor and employment law since 2000, handling
13 well over 300 wage and hour class and PAGA actions and several individual labor cases. I have
14 litigated several types of employment actions, including complex ERISA employee welfare benefit
15 plan cases, as well as wage and hour class actions before Federal and State Courts in California. In
16 2014, I tried a wage and hour class action involving claims for illegally deducted wages and
17 unreimbursed expenses in the matter of *Dilts v Penske Logistics LLC, Inc.* I successfully appealed the
18 trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

19 8. I have participated in over 50 appellate cases and argued writs and appeals before
20 several California District Courts of Appeal, successfully arguing the landmark *Vaquero* appeal for
21 plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture, LLC* (2017) 9
22 Cal.App5th 98 (requiring employers separately pay commission sales employees for rest periods). As
23 lead counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008) 165
24 Cal.App.4th 25], I argued before the Fourth District Court of Appeal in May 2008 on transfer from
25 the California Supreme Court, and co-authored the briefing in the successful Supreme Court appeal.
26 I have also argued federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In
27 addition, I have drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in
28 various employment class and individual actions. My firm has successfully tried multiple class cases,

1 obtained appellate reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001) 89
2 Cal.App.4th 908), and certified multiple consumer and wage and hour class actions.

3 9. I have drafted amicus letters on a range of issues, primarily for the California
4 Employment Lawyers Association (CELA), supporting publication or depublication of Court of
5 Appeal decisions. I have been primarily responsible for dozens of wage and hour class actions, from
6 drafting the complaint, through discovery, dispositive motions, settlement, and settlement approval.
7 I have also acted as lead appellate counsel in the following class action and PAGA action cases:
8 *Maldonado, et al. v. Fast Auto Loans, Inc. dba RPM Lenders* (2021) 60 Cal. App. 5th 710 (2021);
9 *Mondragon v. Santa Ana Healthcare & Wellness Ctr., LP* (September 29, 2021, B307872) [nonpub.
10 opn.]

11 10. Isam C. Khoury, Founding Partner, is a 1970 graduate of the University of California
12 at San Diego and received a law degree from Hastings School of Law in 1973. Mr. Khoury is a
13 member of the State Bar of California, admitted in 1974, the San Diego County Bar Association,
14 Consumer Attorneys of San Diego and Consumer Attorneys of California. He has successfully
15 litigated numerous complex civil matters to verdict, jury and non-jury. His main areas of practice
16 include civil tort litigation, personal injury, business torts, antitrust and class action cases. In recent
17 years, Mr. Khoury has emphasized wage and hour class action matters, having assisted in the
18 litigation to judgement or settlement of over 300 wage and hour class actions. He has been approved
19 as a CLE lecturer and has participated in seminars on class action wage and hour issues, the
20 complexities of mediation, and the procedural requirements involved in class action settlements. He
21 has argued appeals and been co-counsel in several matters of major import including California
22 Supreme Court decisions including the *Brinker* decision clarifying California meal and rest break
23 requirements.

24 11. Marta Manus, Associate Attorney, is a 2008 graduate of California Western School of
25 Law. She graduated with honors and received a Bachelor of Arts in Psychology from California State
26 University Northridge. Ms. Manus has been a member of the State Bar of California since her
27 admission in December 2008. She has practiced before all District Courts in the state of California as
28 well as the Fourth District Court of Appeal and the U.S. Court of Appeals for the Ninth Circuit. Ms.

1 Manus has been successfully litigating employment law cases since 2009, representing employees in
2 all aspects of labor and employment law matters, including employment discrimination, wrongful
3 termination, retaliation, and wage and hour class action lawsuits. Her practice focuses primarily on
4 employee-side wage and hour class actions.

5 12. Associate Attorney Rosemary C. Khoury graduated magna cum laude from the
6 University of San Diego with a B.A. in English. She received her law degree cum laude from the
7 University of San Diego and was admitted to the California State Bar in 2020. During law school,
8 she worked at USD's Worker's Rights Clinic and received the 2020 award for Outstanding Clinic
9 Intern for her work in representing a client in settlement negotiations before the California Labor
10 Commissioner. She volunteered at USD's Education & Disability Clinic, assisting parents of children
11 with special educational needs. She is committed to protecting employee and consumer rights, and
12 her practice consists of representing employees in wage and hour class actions and PAGA actions, as
13 well as representing consumers in consumer class actions.

14 13. As a part of our overall firm philosophy lawyers perform community service and pro
15 bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego
16 Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer Attorneys of San
17 Diego. I have served on the Legal Aid at Work Board of Directors since 2010. Mr. Cohelan served
18 as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the
19 Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the
20 San Diego Superior Court. Partner Diana M. Khoury has been a member of the San Diego County
21 Bar Association, Consumer Attorneys of San Diego, and Consumer Attorneys of California, serving
22 and chairing various committees through the years for these organizations. Partner Maggie Realin
23 has volunteered at the Legal Aid Society of San Diego where she advised clients on preparing and
24 filing civil restraining orders and answers to unlawful detainer, for which she was awarded a Wiley
25 B. Manuel Award for Pro Bono Legal Services in 2010. Partner Jeff Geraci is a past recipient of the
26 Wiley W. Manuel Award for Pro Bono Service. Our firm's pro bono victories include a settlement
27 which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under
28 Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).)

1 The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

2 14. Cohelan Khoury & Singer has been certified Class Counsel in the following contested

3 proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No.

4 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No.

5 RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles

6 County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR*

7 *EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL

8 Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States

9 District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics*,

10 *L.L.C., et al.*, United States District Court, Southern District of California Case No. 08CV0318;

11 *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of

12 Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case

13 No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of

14 California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento

15 County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle*

16 *Inventory Control Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart*

17 *Supermarkets* San Mateo County Superior Case No. CIV530955; *Wilcox v Albertsons*, San Diego

18 County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc.*

19 *d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham,*

20 *et al. v. Overland Solutions, Inc.*, United States District Court, Southern District of California Case

21 No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los

22 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*

23 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA,*

24 *et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL*

25 *OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v.*

26 *Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District

27 of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's*

28 *Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v.*

1 *Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-
2 00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case
3 No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No.
4 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No.
5 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior
6 Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County
7 Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No.
8 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Co Case
9 No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court,
10 Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los
11 Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United
12 States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon*
13 *Company*, United States District Court, Southern District of California Case No. 10CV0634; and
14 *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of
15 California Case No. 06CV1330, among others.

16 15. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively
17 commenced, prosecuted and concluded over 300 state and federal class and representative actions.

18 16. Plaintiffs Angel Caracoza and Daniel Ortiz ("Plaintiffs") seek final approval of a pre-
19 certification \$2,500,000.00 non-reversionary wage and hour class action settlement on behalf of
20 3,366 individuals who were employed as hourly, non-exempt employees by Defendants Ashley
21 Furniture Industries, LLC and Ashley Furniture Industries, Inc. ("Defendant" or "Ashley") any time
22 from June 25, 2017 through May 12, 2023 ("Class Period") or any time from March 29, 2019 through
23 May 12, 2023 ("PAGA Period"). Attached as **Exhibit 1** is a true correct copy of the "Class Action
24 and PAGA Settlement Agreement and Class Notice" ("Settlement Agreement" or "SA").

25 17. Ashley Furniture, headquartered in Arcadia, Wisconsin, and owned by father-and-son
26 duo Ron and Todd Wanek, is one of the largest furniture manufacturers in the world. The company
27 makes upholstered furniture, as well as leather and hardwood pieces, which it sells through more than
28 6,000 retail partners worldwide. During the putative Class Period, Ashley has employed thousands

1 of non-exempt employees, including Plaintiffs Caracoza and Ortiz who worked for Ashley in
2 warehouses in Redlands, within San Bernardino County, as distribution center laborers. Plaintiffs'
3 primary job duties included unloading and storing Ashley furniture in their warehouse and using a
4 forklift to transport heavy loads.

5 18. Once the matter was at issue, the Parties engaged in meet and confer discussions
6 regarding potential discovery issues, potential law and motion matters, and the merits of the cases.
7 Ultimately, the Parties agreed to attempt mediation.

8 19. Plaintiff Caracoza propounded, and Ashley answered, comprehensive discovery in the
9 Caracoza PAGA action. Plaintiff Ortiz also propounded discovery in the Ortiz PAGA action. Ashley
10 also informally produced requested data and policy documents for mediation, including: a twenty
11 percent (20%) random sample of corresponding class time and payroll records; the estimated total
12 number of weekly class pay periods, the class average hourly pay rate, and other relevant class data
13 points; its Corporate Handbook and California Addendum; descriptions of job positions for all non-
14 exempt employees; exemplar wage statements from throughout the putative class period; and other
15 policy documents. Thus, the Parties engaged in significant informal discovery to facilitate an
16 exchange of information necessary to engage in a meaningful mediation.

17 20. Plaintiffs had these data and documents reviewed and analyzed for meal period
18 violations rates, and had an damages model for meal and rest period violations, off-the-clock work,
19 and derivative claims constructed by, consulting expert Berger Consulting Group.

20 21. The Parties then engaged Todd Smith, Esq., a respected mediator with extensive wage
21 and hour class action experience, and on December 16, 2022 participated in a full day mediation with
22 Mr. Smith. Throughout the day, the arms-length negotiations were hard-fought and adversarial as the
23 Parties exchanged extensive information on their legal and factual positions, and made numerous
24 offers and counter-offers. The matter did not settle at the December 16, 2022 mediation. Following
25 the mediation, after several months of negotiations, the Parties were able to agree to settle the Action,
26 memorialized in the form of a Memorandum of Understanding, executed by all parties on or about
27 July 19, 2023. The Parties later negotiated the Settlement Agreement setting forth the full and final
28 settlement terms.

1 22. Plaintiffs consented in writing to the division of attorneys' fees between Counsel as
2 follows: 70% to Cohelan Khoury & Singer United Employees Law Group, PC (to be divided 66.67%
3 to CKS and 33.33% to UELG) and 30% to Haig B. Kazandjian Lawyers, APC.

4 23. Cohelan Khoury & Singer have incurred \$14,165.85 in actual litigation expenses in
5 bringing this action. Class Counsel, in total, has incurred \$21,290.01 in actual litigation expenses in
6 bringing this action. Attached as **Exhibit 2** is a true and correct copy of Class Counsel's Time and
7 Costs.

8 24. Defendant will pay a non-reversionary, maximum Gross Settlement Amount ("GSA")
9 of \$2,500,000.00 which includes: (a) attorneys' fees not to exceed \$833,333.33 (1/3 of GSA), to
10 compensate Class Counsel for work performed and remaining to secure final Court approval; (b)
11 litigation costs of \$21,290.01; (c) Class Representative Service Payment of \$10,000.00 each to
12 Plaintiffs Caracoza and Ortiz for a total of \$20,000; (d) PAGA Penalties of \$100,000.00 [\$75,000.00
13 to LWDA (75%)/\$25,000.00 to Aggrieved Employees (25%)]; and (e) Settlement Administration
14 costs of \$23,000.00.

15 25. After approved deductions, the estimated \$1,502,376.66 Net Settlement Amount
16 ("NSA") will be distributed to Participating Class Members and Aggrieved Employees. Individual
17 Class Payments will be calculated based on the number of Workweeks that each Participating Class
18 Member worked. Aggrieved Employees will also receive Individual PAGA Payments in accordance
19 with the number of pay periods they worked during the PAGA Period. Class Members will receive
20 an estimated \$10.50 for each Workweek worked during the Class Period, and Aggrieved Employees
21 will receive an estimated \$0.42 for each pay period worked during the PAGA Period, with an
22 average/highest Individual Class Payment of \$446.34/\$3,222.94 and an average/highest PAGA
23 Penalties payment of \$7.43/\$45.72.

24 26. The Settlement was preliminary approved on February 22, 2024.

25 27. This Court has already recognized, at preliminary approval, that the Settlement is "fair,
26 adequate, and reasonable." Now, it is clear that "the reaction of the class members to the proposed
27 settlement" also favors granting final approval. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
28 1794, 1801.

1 28. Class Counsel requests attorneys' fees of \$833,333.33, one-third of GSA, and actual
2 litigation costs of \$21,290.01. Counsel have expended 480.55 hours, a \$304,610.75 lodestar.
3 Attached as **Exhibit 2** is a true and correct copy of a Summary of Time & Costs for all Class Counsel.
4 Attached as **Exhibit 3(A-D)** is a true and correct copy of time records from Cohelan Khoury & Singer.
5 Attached as **Exhibit 4** is a true and correct copy of costs incurred by Cohelan Khoury & Singer. The
6 requested litigation costs are reasonable because they reflect the actual costs incurred in litigating the
7 case through a successful mediation.

8 29. The requested fees are reasonable for several reasons: First, a percentage fee of one-
9 third of the common fund is standard in California class action cases, *see, e.g. Laffitte v. Robert Half*
10 *Internat. Inc.* (2016) 1 Cal.5th 480, 506.

11 30. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund
12 in many class and representative action settlements, including:

13 a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case
14 No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys' fees of 33-1/3% of \$175,000
settlement in a PAGA action).

15 b) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior
16 Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys' fees of 33-1/3% of \$255,000
settlement in Class action).

17 c) *White v. Sacramento Regional Transit District*, Sacramento County Superior
18 Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys' fees of 33-1/3% of \$385,000
settlement in Class action).

19 d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
20 2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of \$1,485,000 settlement in
Class action) (awarding \$495,000, a **1.92 multiplier** of the lodestar of \$257,515, pre-certification, as
requested)

21 e) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court,
22 Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of \$650,000
settlement in Class and Representative action).

23 f) *Santos, et al. v. National General Management Corp.*, San Bernardino County
24 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys' fees of 33-1/3% of
\$680,000 settlement in PAGA action) (awarding \$226,666.66, a **1.64 multiplier** of the lodestar of
25 \$137,768.50, in PAGA-only action, as requested).

26 g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
27 District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys' fees
of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

1 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
2 No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-1/3% of
\$700,000 settlement in a pre-certification wage and hour class action).

3 i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
4 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a pre-
certification wage and hour class action) (awarding \$666,666 for a **2.39 multiplier** of the lodestar of
\$277,826, pre-certification, as requested).

5 j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-
6 2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991 settlement
in a pre-certification wage and hour class action) (awarding \$152,997 for a **1.21 multiplier** of the
7 lodestar of \$126,457, pre-certification, as requested).

8 k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
9 Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000
settlement in Class and Representative action) (awarding \$500,000 for a **3.19 multiplier** of the
lodestar of \$156,348.00, pre-certification, as requested).

10 l) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case
11 No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement
in Class and Representative action) (awarding \$200,000 for a **0.5 multiplier** of the lodestar of
12 \$132,818.50, pre-certification, as requested).

13 m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County
14 Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-1/3%
of \$350,000 settlement in Class and Representative action).

15 n) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
16 Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
\$3,000,000 settlement in Class and Representative action) (awarding \$1,000,000 for a **1.89**
17 **multiplier** of the lodestar of \$527,101, pre-certification, as requested).

18 o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento
19 County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-
1/3% of \$325,000 settlement in Class and Representative action).

20 p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior
21 Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of
\$2,400,000 settlement in Class and Representative action) (awarding \$800,000 for a **1.9 multiplier**
of the lodestar of \$401,859, pre-certification, as requested).

22 q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
23 Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of
\$9,000,000 settlement in Class and Representative action) (awarding \$3,000,000 for an **8.0**
24 **multiplier** of the lodestar of \$375,468, pre-certification, as requested).

25 r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
26 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in Class
and Representative action, as requested).

27 s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
28 Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’ fees of
35% of \$1,500,000 settlement in PAGA action) (awarding \$525,000 for a **1.459 multiplier** of the
lodestar of \$360,605, in PAGA-only action, as requested).

1 t) *Foley, et al. v. Yuen; s Enterprise Obe, Inc., et al.*, San Bernardino County Superior
2 Court, Case No. CIVDSI912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$2,824,090.50
3 settlement in Class and Representative action action) (awarding \$941,363.50 for a **1.94 multiplier** of
4 the lodestar of \$485.099.50, pre-certification, as requested).

5 31. Here, to award the \$833,333.33 requested, the Court should allow a multiplier of 2.73
6 (\$833,333.33/\$304,610.75). Such a multiplier is appropriate. First, Class Counsel worked on a wholly
7 contingent basis, and risked losing all costs and time expended if they could not reach a Settlement
8 with Defendant on behalf of Plaintiffs. Indeed, no settlement was reached at mediation in December
9 2022, and the Parties only reached settlement after prolonged and contentious mediator-facilitated
10 negotiations, on May 12, 2023. Second, the nearly 500 hours expended by Class Counsel precluded
11 other employment. Third, on the open market, Class Counsel would have received one-third of the
12 common fund by agreement between Class Counsel and named Plaintiffs.

13 32. And finally, Class Counsel were confronted with several difficult legal questions in
14 uncertain areas of law in this case and presented their positions to defense counsel and to the mediator
15 with skill. For instance, as to rounding, Class Counsel was operating against the uncertain legal
16 backdrop created by the precedents of *See’s Candy Shops v. Superior Court* (2012) 210 Cal.App.4th
17 889, 907 (allowing rounding only “if the rounding policy is fair and neutral on its face and it is used
18 in such a manner that it will not result, over a period of time, in failure to compensate the employees
19 properly for all the time they have actually worked”), *Troester v. Starbucks Corp.* (2018) 5 Cal.5th
20 829, 834-35 (considering a scenario where the employer required employees to work off the clock
21 several minutes per shift and holding that the federal de minimis doctrine which may “in some
22 circumstances ... excuse the payment of wages for small amounts of otherwise compensable time
23 upon a showing that the bits of time are administratively difficult to record” did not apply to state law
24 claims for unpaid wages in that circumstance), *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58,
25 61 (disallowing rounding of time period punches), and *Camp v. Home Depot, U.S.A., Inc.* (2022) 84
26 Cal.App.5th 638 (articulating that “[t]he California Supreme Court expressly stated...that it ‘has
27 never decided the validity of the rounding standard articulated in *See’s Candy*’” (quoting *Donohue*,
28 supra, at 72), and criticizing *See’s Candy*, finding nothing in the Labor Code authorized rounding of
time worked, and explaining that the efficiencies previously claimed for rounding time no longer
apply in instances where the employer can and does record actual time to the exact minute). In another

1 instance, Class Counsel were confronted with the question of what constitutes a meal period where
2 “operations cease” such that it need not be recorded, see Wage Order 7-2001 (“Mercantile Industry”),
3 §7(A)(3), where a dearth of case law exists as to this question and fact-intensive inquiries were
4 required.

5 33. Third, the rates requested by Class Counsel, between \$500 for a four-year attorney,
6 and \$995 for a forty-year attorney and managing partner, are supported by the Laffey Matrix.
7 Attached as **Exhibit 5** is a true and correct copy of the Laffey Matrix (accessed July 22, 2024,
8 available at <http://www.laffeymatrix.com/see.html>).

9 34. Fourth, the extensive experience of Class Counsel in prosecuting, certifying, and
10 settling class actions, as well as their charitable and academic endeavors, support granting the
11 requested fees.

12 35. Class Counsel believe, in light of all of their experience, that this Settlement is fair,
13 adequate, and reasonable for the Class and Aggrieved Employees.

14 36. Fifth, the 480.55 hours expended by Class Counsel “would have been undertaken by
15 a reasonable and prudent lawyer to advance or protect his client’s interest.” *Moore v. Jas. H.*
16 *Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982).

17 37. And sixth, an excellent result was achieved, with substantial relief being provided to
18 the Class, and no Class Members objecting to, or requesting exclusion from, the Settlement. *See, e.g.*
19 *Lealao*, 82 Cal.App.4th at 44.

20 38. The risk of judgment for Defendants’ costs, alone, is sufficient to support Class
21 Representative Service Payments of \$10,000.00 to each Plaintiff. It is impossible to know, or
22 intervene, each time a class action plaintiff loses an employment opportunity, making it essential to
23 compensate them at final approval, the only time the risk they took can be at least slightly offset and
24 they can be adequately compensated. Each Plaintiff more than satisfied their obligation to protect the
25 interests of the Class and place them above their own. Both Plaintiffs accepted the risk of judgment
26 for Defendant’s costs and potential loss of future employment opportunities. Plaintiffs had individual
27 claims which they did not pursue, or abandoned, to serve only as a representative of other employees,
28 although, unlike those employees, Plaintiffs were required to give a general release of all claims of

1 any kind, including a section 1542 waiver.

2 39. The Agreement allocates \$100,000.00 to PAGA claims, \$75,000.00 (75%) paid
3 directly to the LWDA, and the remaining \$25,000.00 (25%) to Aggrieved Employees. This allocation
4 was the result of good-faith, mediated negotiations.

5 40. On the same date this motion and its supporting documents are filed with the Court,
6 they will be served upon Defendant and provided to the LWDA via the LWDA's website, using the
7 appropriate intake form. Attached as **Exhibit 6** is a true and correct copy of the LWDA confirmation
8 of Receipt.

9 I declare under the penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct and this declaration is executed on July 23, 2024 in San Diego,
11 California.

12
13 
14 Michael D. Singer

EXHIBIT 1

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS NOTICE**

Angel Caracoza v Ashley Furniture Industries, LLC, Case Nos. CIVDS2012912, CIVSB2118827
Daniel Ortiz v Ashley Furniture Industries, LLC, Case Nos. CIVSB2122588, CIVSB2212619

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Angel Caracoza and Daniel Ortiz (“Plaintiffs”) and defendants Ashley Furniture Industries, LLC and Ashley Furniture Industries, Inc. (collectively “DEFENDANT”). The Agreement refers to Plaintiffs and DEFENDANT collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against DEFENDANT captioned *Angel Caracoza v Ashley Furniture Industries, LLC*, PAGA Complaint, commenced on June 5, 2020, Case No. CIVDS2012912, amended on October 15, 2020; *Angel Caracoza v. Ashley Furniture Industries, LLC*, Class Action, commenced on June 24, 2021, Case No. CIVSB2118827; *Daniel Ortiz v Ashley Furniture Industries, LLC*, PAGA Complaint commenced on July 26, 2021, Case No. CIVSB2122588; and *Daniel Ortiz v Ashley Furniture Industries, LLC*, Class Action Complaint commenced on June 16, 2022, Case No. CIVSB2212619.
- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means all individuals who are or were previously employed by DEFENDANT in the State of California who were classified as hourly, non-exempt employees during the period of March 29, 2019, to May 12, 2023 (the “PAGA Period”).
- 1.5 “Class” means all persons who are or were employed by DEFENDANT in California and classified as hourly, non-exempt employees during the Class Period of June 25, 2017, to May 12, 2023.
- 1.6 “Class Counsel” means Cohelan Khoury & Singer; United Employees Law Group; and Haig B. Kazandjian Lawyers, APC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8 “Class Data” means Class Member identifying information in DEFENDANT’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from June 25, 2017 to May 12, 2023.
- 1.13 “Class Representative” means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as a Class Representatives.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of San Bernardino.
- 1.16 “DEFENDANT” means named Defendants Ashley Furniture Industries, LLC and Ashley Furniture Industries, Inc.
- 1.17 “Defense Counsel” means Fisher & Phillips, LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment or, if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$2,500,000.00, which is the total amount DEFENDANT agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for DEFENDANT for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from March 29, 2019 to May 12, 2023.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.33 “PAGA Notices” means Plaintiff Angel Caracoza’s March 30, 2020 letter to DEFENDANT and the LWDA, which was amended on June 5, 2020; and Plaintiff Daniel Ortiz’s May 20, 2021 letter to DEFENDANT and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, or \$100,000, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiffs” means Angel Caracoza and Daniel Ortiz, the named plaintiffs in the Actions.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means DEFENDANT and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for

DEFENDANT for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On June 5, 2020, Plaintiff Caracoza commenced this Action by filing a PAGA only Complaint against DEFENDANT, Case No. CIVDS2012912. On October 15, 2020, Plaintiff Caracoza filed a First Amended PAGA only Complaint against DEFENDANT, Case No. CIVDS2012912. On July 26, 2021 Plaintiff Ortiz filed a PAGA only Complaint against DEFENDANT, Case No. CIVSB2122588. On June 24, 2021 Plaintiff Caracoza filed a Class Action Complaint against DEFENDANTS, Case No. CIVSB2118827. On June 16, 2022, Plaintiff Ortiz filed a Class Action Complaint against DEFENDANTS, Case No. CIVSB2212619. The PAGA only Complaints filed by Plaintiffs Caracoza and Ortiz in Case Nos. CIVDS2012912 and CIVSB2122588 were consolidated. The Parties agree to consolidation of the Class and PAGA Complaints filed by Plaintiffs Caracoza and Ortiz for purposes of settlement in Case Nos. CIVDS2012912, CIVSB2122588, CIVSB2118827 and CIVSB2212619 (collectively “Operative Complaints”). DEFENDANT denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in the Operative Complaints and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs Caracoza and Ortiz gave timely written notice to DEFENDANT and the LWDA by sending the PAGA Notice.
- 2.3 On December 16, 2022, the Parties participated in an all-day mediation presided over by Todd A. Smith which was initially unsuccessful, but led to this Agreement to settle the Action after several months of negotiations.
- 2.4 Prior to mediation and in negotiating the Settlement, Plaintiffs obtained, formal and informal discovery, information about the class members’ pay history, a sampling of class members’ time and pay records, pertinent policies and handbooks, and additional documents requested by Plaintiffs. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification as a motion for class certification has not been filed.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, DEFENDANT promises to pay \$2,500,000.00 and no more as the Gross Settlement

Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. DEFENDANT has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to DEFENDANT.

- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives, Angel Caracoza and Daniel Ortiz, of not more than \$10,000.00 each for a total of \$20,000.00 (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as a Participating Class Member). DEFENDANT will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$833,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. DEFENDANT will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds DEFENDANT harmless, and indemnifies DEFENDANT, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$23,000 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than \$23,000, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.
- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, DEFENDANT estimates there are 3,770 Class Members who collectively worked a total of 142,280 weekly pay periods as of November 9, 2022.
- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the

Settlement, DEFENDANT will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. DEFENDANT has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which DEFENDANT must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. DEFENDANT shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay DEFENDANT's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after DEFENDANT funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator

need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate DEFENDANT to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when DEFENDANT fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs, on their own behalves, and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims of any kind or nature whatsoever, whether known or unknown, fixed, contingent, accrued, absolute, threatened, or otherwise, to the extent sustained, suffered or incurred by or made against Defendant, but excluding Plaintiff Daniel Ortiz's individual claims ("Plaintiffs' Release"). Notwithstanding the foregoing, Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- 5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members:

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.

5.3 Release by Non-Participating Class Members And Participating Class Members Who Are Aggrieved Employees:

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.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 DEFENDANT's Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, DEFENDANT will prepare and deliver to Class Counsel a signed Declaration from DEFENDANT and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and DEFENDANT shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator

attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaints (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax

withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, DEFENDANT or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise

susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, DEFENDANT estimates that during the Class Period there were approximately 3,770 Class Members who worked approximately 142,280 workweeks as of November 9, 2022. The aforementioned numbers are based on data through November 9, 2022. Should the number of workweeks from the start of the Class Period through November 9, 2022 increase by more than 10%, Defendant will increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek. For example, if the number of workweeks during this period increases by 11 %, the Gross Settlement Amount shall increase by 1 %.

9. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for

Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, DEFENDANT may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if DEFENDANT withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, DEFENDANT will remain responsible for paying all Settlement Administration Expenses incurred to that point. DEFENDANT must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to

file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by DEFENDANT that any of the allegations in the operative complaint in the Action have merit or that DEFENDANT has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that DEFENDANT's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, DEFENDANT reserves the right to contest certification of any class for any reasons, and DEFENDANT reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest DEFENDANT's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, DEFENDANT and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,

specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, DEFENDANT and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and DEFENDANT, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this

Settlement.

- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, DEFENDANT nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by DEFENDANT in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from DEFENDANT unless, prior to the Court's discharge of the Administrator's obligation, DEFENDANT makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To PLAINTIFFS:

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Michael D. Singer

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Rosemary C. Khoury

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To DEFENDANT:

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Los Angeles, CA 90071

Telephone: (213) 330-4500

Facsimile: (213) 330-4501

Attorneys for Defendant Ashley Furniture Industries, LLC

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Angel Caracoza



Ashley Furniture Industries, LLC

By: _____
Its: _____

Daniel Ortiz

Ashley Furniture Industries, Inc.

By: _____
Its: _____

COHELAN KHOURY & SINGER

Michael D. Singer, Esq.
Rosemary C. Khoury, Esq.
Attorneys for Plaintiff Angel Caracoza

UNITED EMPLOYEES LAW GROUP

Walter L. Haines, Esq.
Attorney for Plaintiff Angel Caracoza

HAIG B. KAZANDJIAN LAWYERS APC

FISHER & PHILLIPS LLP

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Angel Caracoza

Daniel Ortiz



Ashley Furniture Industries, LLC

By: _____

Its: _____

Ashley Furniture Industries, Inc.

By: _____

Its: _____

COHELAN KHOURY & SINGER

Michael D. Singer, Esq.
Rosemary C. Khoury, Esq.
Attorneys for Plaintiff Angel Caracoza

UNITED EMPLOYEES LAW GROUP

Walter L. Haines, Esq.
Attorney for Plaintiff Angel Caracoza

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Angel Caracoza

Daniel Ortiz

Ashley Furniture Industries, LLC



By: Stephen Calkins

Its: Chief Legal and Administrative Officer

COHELAN KHOURY & SINGER



Michael D. Singer, Esq.

Rosemary C. Khoury, Esq.

Attorneys for Plaintiff Angel Caracoza

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Lonnie D. Giamela, Esq.
Attorneys for Defendants

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Attorneys for Plaintiff Daniel Ortiz



Lonnie D. Giamela, Esq.
Attorneys for Defendants

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**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.***

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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** 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 _____ workweeks** during the Class Period and **you worked _____ 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 	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 _____	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 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 [REDACTED].	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 [REDACTED]. 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 [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. 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 [REDACTED] 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 _____, 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 _____ 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 _____ (url) 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 _____.** 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 _____ at _____ (time) 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 [\[redacted\]](#) 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 [\(specify entity\) website at \(url\)](#). 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.

Class Counsel:

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Emails: haig@hbklawyers.com

cathy@hbklawyers.com

Attorneys for Plaintiffs

[Settlement](#)

[Administrator:](#)

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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.

EXHIBIT 2

SUMMARY OF TIME AND COSTS

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies

San Bernardino Superior Court Lead Case No. CIVDS2012912

San Bernardino Superior Court Case No. CIVSB2118827

Total Attorneys' Hours: 480.55

Total Lodestar: \$304,610.75

Total Costs: \$ 21,290.01

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	21.5	\$925	\$19,887.50
Michael D. Singer, Managing Partner	1984	9.1	\$995	\$9,054.50
Marta Manus, Associate	2008	8.7	\$700	\$6,090.00
Rosemary C. Khoury, Associate	2020	153.8	\$500	\$76,900.00
Amber Worden, Certified Paralegal	N/A	20.0	\$200	\$4,000.00
Matthew Atlas, Paralegal	N/A	9.1	\$175	\$1,592.50
TOTAL:		222.2		\$117,524.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
HAIG B. KAZANDJIAN LAWYERS, APC				
TOTAL:		215.85	\$725 (Blended)	\$156,273.75

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
UNITED EMPLOYEES LAW GROUP, PC				
TOTAL:		42.5	\$725	\$30,812.50

Total Aggregate Hours: 480.55			Total Lodestar: \$304,610.75	
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$14,165.85
Haig B. Kazandjian Lawyers, APC	\$7,118.86
United Employees Law Group, PC	\$5.30
TOTAL COSTS	\$21,290.01

EXHIBIT 3

EXHIBIT 3-A

**ATTORNEY TIME
ISAM C. KHOURY**

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ISAM C. KHOURY

Date	Activity	Time
2/11/2020	New file review, paystub evaluation	0.4
3/9/2020	review supp responses and discuss MTC	0.4
4/20/2020	Status update on PAGA letter and complaint drafting	0.2
6/4/2020	Review, comment RK draft Complaint and PAGA letter	0.4
9/25/2020	Memo re: potential consolidation of cases and removal threat, discuss w/ RK	0.3
9/28/2020	Call with defense attorney Rauchberger re: consolidation and removal, pre-call review w/ RK, and research re: removal criteria	0.8
9/29/2020	Discuss CMC and litigation strategy w/RK	0.2
4/28/2021	edit letter to defense re: sampling, w/ RK	0.3
10/1/2020	Discuss CMC issues and positions w/ RK	0.2
10/2/2020	Discuss CMC w/ DMK and RK	0.2
10/14/2021	Discuss discovery issues w/RK	0.5
11/13/2020	Phone conference w/ RK	0.1
11/20/2020	Review edit draft discovery from RK	0.2
1/21/2021	Status update on Belaire Notice discussions and file review	0.2
2/2/2021	Outline discovery plan and discuss w/ RK	0.4
3/1/2021	Status update and discovery extension request	0.2
4/28/2021	Discovery update and confer w/ RK	0.3
5/7/2021	Status update on pending discovery, meet and confer issues w/ RK	0.5
6/24/2021	Review draft class compliant	0.3
8/19/2021	Discovery status review w/ RK, email overview from RK	0.3
9/28/2021	Receive CMC outcome	0.1
10/11/2021	Review email from RK re:call w/ other pl's counsel and status update	0.2
10/14/2021	Discovery status and needed follow up	0.4
11/10/2021	MTC deadline discussions w/ defense from RK	0.3
11/17/2021	Review document production	0.3
12/17/2021	Follow discussion re: motion to consolidate	0.2
1/4/2021	Update on hearing on motion to consolidate	0.2
2/1/2021	Review RK case summary and attorney meeting discussion	0.2
4/26/2022	Atty confer discussion status update	0.2
4/29/2022	Review status update from RK	0.2
5/4/2022	Provide comment on PMK Notice	0.2
5/17/2022	Atty discussion and review mediation data request	0.2
8/2/2022	RK re: litigation/mediation strategy, file review	0.3
12/4/2022	Review file and discovery for mediation	0.4
12/5/2022	Mediation prep w/ RK	0.2
12/6/2022	Discuss status of mediation prep w/ RK	0.6
12/7/2022	Discuss potential rounding claim, draft email re: production data, review data	1.0
12/13/2022	Review comment draft mediation brief	0.3

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ISAM C. KHOURY

Date	Activity	Time
12/15/2022	Discuss mediation with RK and MDS	0.5
12/16/2022	Prepare for mediation W/ RK, attend mediation	8.4
1/17/2023	Discuss mediator's proposal w/ RK	0.2
1/23/2023	Call re: claims	0.1
3/8/2023	CMC update	0.1
4/6/2023	Discuss new proposal w/ RK	0.1
5/4/2023	Read RK email to co- counsel and discuss plan going forward	0.2
5/10/2023	Discuss settlement issues w/ RK and settlement status update	0.2
6/20/2023	Review redlined MOU	0.1
8/23/2023	Review final edited settlement agreement	0.2
	Total	21.5

EXHIBIT 3-B

**ATTORNEY TIME
MICHAEL D. SINGER**

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – MICHAEL D. SINGER

Date	Activity	Time
9/8/2020	Case assignment discussion with RK	0.2
4/6/2021	Read remand order/opinion .3; confer w RCK .2	0.2
8/19/2021	Discuss strategy with RK for discovery	0.2
5/18/2022	Call RKJ re: mediation	0.1
5/23/2022	Mediation review .5	0.5
6/28/2022	Status review .5	0.5
8/1/2022	Mediation review .5	0.5
12/5/2022	Mediation prep 1.5	1.5
12/15/2022	Discuss mediation with RK	0.5
3/1/2023	Case review re post-mediation lit plan 1.2	1.2
3/21/2023	Status review re settlement negotiations .5	0.5
12/8/2023	Review/Revised Prelim Approval Declaration	0.9
7/14/2024	Review Final Approval Motion	2.3
	Total	9.1

EXHIBIT 3-C

**ATTORNEY TIME
MARTA MANUS**

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – MARTA MANUS

Date	Activity	Time
2/11/2020	Email w/ MDS re: new case	0.2
2/28/2020	Review client's payroll records	0.3
3/03/2020	Draft PAGA letter	3.2
3/03/2020	Email MDS re: PAGA	0.2
3/03/2020	Email AW re: PAGA letter	0.2
3/13/2020	Draft amended PAGA letter	0.6
4/20/2020	Email MDS re: status	0.1
5/13/2020	Email AW re: filing complaint	0.1
5/26/2020	Telephone call w/ client Angel Caracoza	0.2
5/26/2020	Email MG re: client contact	0.1
5/29/2020	Email AW re: complaint	0.1
5/29/2020	Email RCK re: complaint	0.1
6/01/2020	Email RCK re: PAGA complaint	0.1
6/01/2020	Review emails from MDS and RCK	0.2
6/03/2020	Draft revised PAGA complaint	0.6
6/03/2020	Email RCK and MDS re: status or arb and claims	0.3
6/04/2020	Email RCK and MDS re: claims	0.5
6/04/2020	Draft revised PAGA complaint	0.5
6/05/2020	Email RCK re: PAGA complaint	0.3
7/14/2020	Email AW re: complaint	0.1
8/19/2020	Review case file re: ISC order	0.2
8/19/2020	Email AW re: ISC order	0.1
8/31/2020	Email w/ OC Devin Rauchwerger	0.2
9/22/2020	Email w/ OC Devin Rauchwerger	0.1
9/23/2020	Email w/ OC Devin Rauchwerger	0.1
	Total	8.7

EXHIBIT 3-D

**ATTORNEY TIME
ROSEMARY C. KHOURY**

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
5/31/2020	Writing PAGA Complaint (start)	3.0
6/1/2020	226(a) Research	1.0
6/1/2020	Writing PAGA Complaint (complete)	1.0
6/3/2020	Adding to Complaint	0.5
6/4/2020	Amended PAGA letter	0.5
6/5/2020	finalize complaint	1.0
9/8/2020	Case assignment discussion with MDS	0.2
9/10/2020	Look over MDS case assignment to me	0.1
9/22/2020	Read email/attachment about CMC from AW	0.3
9/22/2020	Email AW about CMC	0.1
9/22/2020	Email about defense counsel talk	0.1
9/22/2020	Email with MM about details of CMC	0.1
9/23/2020	Email with defense about upcoming CMC	0.1
9/23/2020	Email AW about call with defense	0.1
9/23/2020	Email with AW about joint statement	0.1
9/23/2020	Review and revising joint statement	0.3
9/23/2020	Call Amber about CMC	0.1
9/23/2020	Creating list of deadlines upcoming	0.2
9/23/2020	Read PAGA Complaint & 2nd Amended PAGA Notice	0.5
9/23/2020	Review materials before call	0.3
9/23/2020	Phone Call with defense counsel	0.4
9/24/2020	Read and Accept changes to jt stmt	0.2
9/24/2020	Email defense counsel with plan for Finalize stmt	0.1
9/24/2020	Read emails from defense counsel	0.2
9/24/2020	Email AW about Finalize stmt	0.1
9/24/2020	Phone call with MM about class size	0.1
9/24/2020	Read KS email confirming CMC and replying	0.1
9/24/2020	Send rundown of phone call with defense to attys	0.4
9/24/2020	Email with AW about finalized jt stmt	0.1
9/25/2020	Look up how to calculate PAGA 203 penalties	0.3
9/28/2020	Creating master schedule document for myself	0.2
9/29/2020	Creating case chart for MDS	0.2
9/29/2020	Discuss CMC with ICK	0.1
9/29/2020	Discuss strategy with ICK	0.1
9/29/2020	Email MDS the chart	0.1
10/1/2020	Review the summary of the 4 Ashley cases	0.1
10/1/2020	Discuss CMC with ICK	0.2
10/2/2020	Email with TC about how CMC went	0.1
10/2/2020	Preparing for CMC by Read stmt and complaint	0.9
10/2/2020	CMC with judge and defense (waiting on hold and actual call)	0.7
10/2/2020	Email AW about the next CMC and stay being lifted	0.1
10/2/2020	Discuss CMC with DMK and ICK	0.2

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
10/2/2020	Read and responding to email from Devin's assistant	0.1
10/9/2020	Agreeing that AW will amend complaint to add second PAGA claims	0.1
10/14/2020	Transferring info to chart and updating	0.3
10/14/2020	Email AW about FAC and whether she would like me to amend	0.1
10/14/2020	Creating FAC	0.9
10/14/2020	Email AW FAC to finalize and file	0.1
10/15/2020	Advising AW she can file Ashley Furniture	0.1
10/15/2020	Email with defense about new claims in FAC	0.2
10/15/2020	Read CMC deadline alert	0.1
11/4/2020	Updating all deadlines from calendar and emails	0.1
11/5/2020	Review emails and G:drive and Email thorough case update to client; very helpful to me for my next steps	1.0
11/5/2020	Phone call with client about case;agreed to send him case update by tomorrow at 5 p.m.	0.2
11/9/2020	Check whether you can propound discovery before answer; you can	0.1
11/10/2020	Look at where I am in case and what to do next	0.1
11/13/2020	Phone call with ICK	0.1
11/16/2020	Check schedule and updating dates	0.1
11/17/2020	Read and responding to email with answer	0.1
11/17/2020	Confirming date of next CMC	0.1
11/17/2020	Read and sorting emails	0.1
11/17/2020	Read answer	0.1
11/18/2020	Read and responding to WH email after Research on answers and affirmative defenses	0.4
11/19/2020	Review past emails in case folder	0.2
11/19/2020	Review CMC on discovery and judge's order	0.1
11/19/2020	Draft discovery-RFA	1.1
11/19/2020	Draft discovery-SROG	1.1
11/19/2020	Draft discovery-RPD	1.1
11/19/2020	Look up JG discovery example	0.3
11/20/2020	Discuss discovery and whether to file class case	0.2
11/23/2020	Review RFA1 (complete)-but make sure complaint date is accurate	0.2
11/30/2020	Sorting emails	0.1
11/30/2020	Sorting emails	0.1
12/9/2020	Phone call about discovery	0.1
1/4/2021	Updating schedule of assignments	0.1
1/19/2021	Check calendar, player's list, and discovery folder	0.2
1/20/2021	Check who defense counsel is (same Devin as Ashley Dist)	0.1
1/20/2021	Check out case and realizing other settlement is irrelevant (this case for employees in receiving deptmt and similar; that settlement for drivers	0.3
1/20/2021	Read FAC before call with woman; finding contact info in emails	0.5

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
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ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
1/20/2021	Call Emily Umbaugh (no answer; vmail full)	0.1
1/21/2021	Assessing tasks for next two days	0.1
1/21/2021	Research how a Bel-aire West notice works	0.1
1/21/2021	Phone call with DMK about Bel-Aire West Process	0.2
1/21/2021	Email Matthew about updating client	0.1
1/21/2021	Phone call with Devin about Bel-aire West Notice	0.1
1/27/2021	Preparing for call with Ashley Umbaugh by Read pleading	0.1
1/27/2021	Second phone call with Emily Umbaugh letting her go	0.3
1/27/2021	Listening to second call with Emily Umbaugh by ICK	0.2
1/27/2021	Phone call with Emily Umbaugh	0.3
1/29/2021	DraftRPD1	0.4
2/2/2021	DraftRPD1	0.9
2/2/2021	DraftSROG1	0.5
2/2/2021	Discuss case trajectory with ICK	0.2
2/2/2021	Discuss with ICK potential for recovery	0.2
2/3/2021	Check and updating schedule	0.1
2/3/2021	Check and updating schedule	0.1
2/4/2021	Draftpre-final RPD1 (finish)	0.2
2/4/2021	Draftpre-final SROG1 (finish)	0.4
2/4/2021	Creating pre-final Belaire-West Notice (finish)	0.2
2/4/2021	Note: it looks like there may be nothing here; bring up at Tuesday meeting	0.1
2/4/2021	Email AW about Check and Send out discovery	0.2
2/4/2021	Read emails with discovery in them to defense	0.1
2/8/2021	Updating deadlines	0.1
2/9/2021	Check PAGA website for filings	0.1
2/24/2021	Email plaintiff an update	0.1
3/1/2021	Email with Devin about discovery extension	0.2
3/3/2021	Email TC about Call PNC	0.1
3/3/2021	Phone call with ICK about amending to add class	0.1
3/23/2021	Talking to Devin and Send over jt stmt	0.2
3/23/2021	Email with Matthew about cmc	0.1
3/24/2021	Email MA about cmc stmt	0.3
3/26/2021	Email MA to finalize	0.1
3/26/2021	Read emails from defense and assistant	0.1
3/29/2021	Granting defendant discovery extension	0.1
4/2/2021	Phone call with Devin about court appearance	0.1
4/5/2021	Updating deadlines	0.1
4/27/2021	Check and updating schedule for next few weeks	0.1
4/28/2021	Discuss discovery with ICK	0.2
4/28/2021	Email with Devin about discovery items	0.4
4/28/2021	Email with Devin about call next week	0.2

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
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Date	Activity	Time
4/28/2021	Discuss discovery with KDLR	0.2
5/3/2021	Email Devin about talking about discovery responses	0.1
5/3/2021	Read notice of next CMC	0.1
5/7/2021	Discuss discovery meet and confer with ICK	0.4
5/7/2021	Asking Karla to print docs	0.1
5/7/2021	Look for email conversation about filing class action	0.1
5/7/2021	Look through printed documents for call	0.2
5/7/2021	Email defense counsel about call on Thursday at 2 p.m.	0.1
5/7/2021	Read complaint	0.2
5/7/2021	Send Devin information about discovery	0.4
5/7/2021	Call with Devin & JG	1.2
5/7/2021	Call with JG	0.4
5/7/2021	Send Devin email recapping call	0.2
5/18/2021	Updating deadlines	0.1
6/2/2021	Email AW and MA about exemplar motion for leave to amend	0.1
6/2/2021	Draft FAC in redline	0.1
6/7/2021	Discuss filing separate complaint	0.1
6/7/2021	Updating plaintiff about case-he called in	0.2
6/8/2021	Check what needs to be done still	0.1
6/11/2021	Email Devin about discovery	0.2
6/14/2021	Check on last emails to Devin	0.1
6/14/2021	Call Devin and Text about Call back	0.1
6/14/2021	Call with Devin about answers to discovery	0.1
6/14/2021	Email Devin about MTC deadline, etc.	0.1
6/17/2021	Email AW about Class Complaint	0.1
6/23/2021	Creating class complaint	1.3
6/23/2021	Talking to AW about getting class complaint filed this week--send to AW by Thursday afternoon	0.1
6/24/2021	Email AW copy of class complaint	0.1
6/24/2021	Email with AW about notice of related cases	0.1
6/24/2021	Completing class complaint	1.3
6/28/2021	Email with Devin about MTC deadline and production	0.2
7/2/2021	Discuss doc share with ring central on call	0.1
7/2/2021	Review case status	0.1
7/2/2021	Review case status	0.1
7/2/2021	Phone call with Devin	0.2
7/13/2021	Email with Devin about MTC deadline after Look into	0.2
7/19/2021	Read emails on case assignment and Initial CMC in September 2021	0.1
7/23/2021	Read NAR documents to defense	0.1
7/27/2021	Talking with client about new class filing	0.3
8/4/2021	Email with Devin about MTC deadlines and affirmative defense	0.1
8/6/2021	Email Devin about MTC	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
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San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
8/11/2021	Going over calendar with AW	0.1
8/16/2021	Email with Devin about moving call to Wednesday	0.1
8/17/2021	Email with Devin about moving call to Thursday	0.1
8/19/2021	Discuss strategy with ICK for discovery	0.3
8/19/2021	Discuss strategy with MDS for discovery	0.2
8/19/2021	Notetaking for call with defense counsel	0.2
8/19/2021	Phone call with defense counsel about discovery	0.4
8/19/2021	Summarizing call and all outstanding issues to CKS	0.4
8/24/2021	Phone call with Mr. Caracoza as to case wait time; call back in two weeks	0.2
8/31/2021	Creating schedule for next few weeks	0.1
9/1/2021	Planning for cmc statement and cmc	0.1
9/1/2021	Planning for cmc statement and cmc	0.1
9/3/2021	Send detailed overview of all discovery issues to Defendant	0.8
9/9/2021	Calendar review with AW	0.1
9/13/2021	Email with defense re: notice of appearance	0.1
9/13/2021	Email with defense re: CMC statement	0.1
9/14/2021	CMC statement	0.5
9/15/2021	CMC statement	0.5
9/15/2021	Email defense our portion of CMC statement	0.1
9/15/2021	Finalize CMC statement	0.2
9/15/2021	Call with AW re: service question	0.1
9/15/2021	Email defense with final statement and notes	0.1
9/15/2021	Email AW re: service question	0.1
9/16/2021	Read email re: defense signature for statement	0.1
9/16/2021	Read defense email with signed CMC statement	0.1
9/20/2021	Email Devin re: call Thursday to discuss discovery	0.1
9/20/2021	Email Devin re: discovery	0.1
9/22/2021	Calendar review with AW	0.1
9/22/2021	Update MDS on case status	0.1
9/22/2021	Update MDS on case status	0.1
9/22/2021	Calendar review with AW	0.1
9/22/2021	Calendar review with AW	0.1
9/23/2021	Call with defense	0.2
9/23/2021	Discuss discovery issues with KDLR and JH	0.1
9/23/2021	Send defense CMC statement and Belaire-West notice after edits	0.2
9/23/2021	Email AW re: statements	0.1
9/23/2021	Email with defense re: CMC statement	0.1
9/27/2021	Check CMC statement for tomorrow	0.1
9/28/2021	Prepare for CMC	0.6
9/28/2021	CMC	0.3
9/28/2021	Debrief CMC in email	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
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Date	Activity	Time
9/28/2021	CMC	0.3
9/28/2021	Debrief CMC in email	0.1
9/28/2021	Email with Devin re: discovery and contact info	0.3
10/11/2021	Email with ICK re: call with other Plaintiff's counsel	0.1
10/11/2021	Email with ICK re: other issues	0.1
10/13/2021	Phone call with Haig re: other case	0.1
10/14/2021	Email about discovery with defense	0.1
10/14/2021	Set up Ringcentral meeting and do tests	0.2
10/14/2021	Assess Caracoza production requirements	0.5
10/14/2021	Discuss discovery with ICK	0.4
10/14/2021	Call with client re: facts of case	0.3
10/14/2021	Read case law on ring the bell lunch system	0.4
10/14/2021	Call with defense counsel re: production	1.0
10/14/2021	Call with client	0.1
10/14/2021	Email Devin	0.2
10/19/2021	Email with defense re: MTC deadlines	0.1
10/20/2021	Email Devin re: production	0.1
10/20/2021	Review docs produced	0.3
10/20/2021	Email defense regarding what it produced	0.1
10/29/2021	Update MDS on case status	0.1
10/29/2021	Review calendar with AW	0.1
11/2/2021	Email AW re: MTC deadline	0.1
11/9/2021	Email with MDS re: case name in line	0.1
11/10/2021	Email with Devin re: MTC deadline	0.1
11/15/2021	Email with AW re: docs received in discovery	0.1
11/17/2021	Email Devin re: discovery and motion to consolidate	0.1
11/17/2021	Review records produced by defendant	0.3
11/17/2021	Phone call with Devin re: discovery production	0.3
12/1/2021	Review calendar with AW	0.1
12/6/2021	Check MTC deadline--12/15	0.1
12/17/2021	Read related case complaint	0.4
12/17/2021	Research opposing motion to consolidate	2.0
12/17/2021	Email with MDS re: motion to consolidate	0.3
1/3/2022	Email AW re: hearing cancelled	0.1
1/3/2022	Email defense counsel re: hearing cancelled	0.2
1/3/2022	Email and call AW re: court call tomorrow	0.1
1/4/2022	Email with Devin re: MTC deadline	0.1
1/4/2022	Email Devin re: call re: discovery	0.1
1/4/2022	Hearing on motion to consolidate	0.3
1/4/2022	Email MDS and others re: next CMC	0.1
1/5/2022	Calendar review with AW	0.1
1/13/2022	Email defense re: call today at 2	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
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Date	Activity	Time
1/13/2022	Review calendar with AW	0.1
1/14/2022	Send recap email for call with defense	0.2
1/14/2022	Call with defense re: discovery	0.4
1/17/2022	Email AW, MA, and attorneys re: need to amend complaint	0.2
1/17/2022	Draft discovery	1.3
1/18/2022	Send MDS notes on case and recs for appearance of other attorney while I'm on leave	0.1
1/18/2022	Send MDS notes on case and recs for appearance of other attorney while I'm on leave	0.1
1/18/2022	Email with AW re: amend to change name	0.1
1/18/2022	Email with AW re: stip to change name	0.1
1/19/2022	Email AW re: stipulation	0.1
1/19/2022	Read email to defense re: stip	0.1
1/20/2022	Email with AW re: emailing defense	0.1
1/31/2022	Email with Devin re: discovery and contact info	0.1
2/1/2022	Create case summary	0.3
2/1/2022	Attorney meeting	0.1
2/2/2022	Email with AW re upcoming MTC deadline	0.1
4/5/2022	Read emails	0.1
4/5/2022	Email re: production of discovery	0.2
4/12/2022	Outline tasks through May 2022	0.3
4/14/2022	Review discovery emails	0.1
4/14/2022	Email defense re: discovery	0.1
4/14/2022	Email defense re: call	0.1
4/14/2022	Update calendar	0.1
4/14/2022	Update calendar	0.1
4/18/2022	Review calendar with AW	0.1
4/25/2022	Email Evan re: call	0.1
4/25/2022	Email defense re: discovery	0.1
4/26/2022	Attorney Meeting	0.1
4/29/2022	Phone call with co-counsel re: potential mediation	0.3
4/29/2022	Email Evan and others re: call recap	0.2
4/29/2022	Send case rundown to ICK and MDS	0.3
4/29/2022	Email ICK re: mediation	0.1
4/29/2022	Email with defense re: discovery and call	0.2
4/29/2022	Review last CMC statement	0.3
4/29/2022	Email with Ortiz counsel re: call and discovery	0.1
4/29/2022	Send case rundown to ICK and MDS	0.3
5/2/2022	Email with AW re: discovery	0.1
5/2/2022	Email co-counsel recap and discovery production	0.2
5/2/2022	Email AW re: records to co-counsel	0.1
5/3/2022	Draft Belaire-West notice	0.8

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
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Date	Activity	Time
5/3/2022	Email co-counsel re: docs and Belaire West notice	0.2
5/4/2022	Review template PMQ depo notice	0.1
5/4/2022	Email AW re: template depo notice	0.1
5/4/2022	Final proofread of draft	0.2
5/4/2022	Send draft Belaire-West notice to Ortiz counsel	0.1
5/9/2022	Email Ortiz counsel re: privacy notice	0.1
5/10/2022	Review calendar with AW	0.1
5/12/2022	Email AW re: privacy notice	0.1
5/12/2022	Accept privacy notice redlines and save	0.1
5/12/2022	Email Ortiz counsel re: call	0.1
5/12/2022	Email defense counsel re: privacy notice	0.2
5/12/2022	Email defense re: misunderstanding	0.1
5/12/2022	Review Ortiz discovery propounded on Defendant	0.1
5/12/2022	Forward Ortiz discovery to AW	0.1
5/12/2022	Review Ortiz complaint	0.1
5/12/2022	Email co-counsel re: mediation	0.2
5/12/2022	Call with Ortiz counsel	0.2
5/12/2022	Email Ortiz counsel re: call and privacy notice	0.2
5/13/2022	Email Smith office re: dates	0.1
5/13/2022	Call with defense counsel	0.1
5/13/2022	Email defense and Ortiz counsel	0.1
5/13/2022	Email mediator for next available dates	0.1
5/13/2022	Email counsel re: mediation dates	0.1
5/16/2022	Email defense re: mediation dates	0.1
5/17/2022	Email assistant re: mediation reservation	0.1
5/17/2022	Review defense and co-counsel emails re: dates	0.1
5/17/2022	Review discovery deadlines	0.2
5/17/2022	Email Ortiz counsel re: stip to stay and informal data and doc request	0.1
5/17/2022	Attorney call	0.2
5/17/2022	Email mediator information requested	0.2
5/17/2022	Email defense re: fee split	0.1
5/18/2022	Email with MDS re: mediation considerations	0.2
5/18/2022	Call MDS re: mediation	0.1
5/18/2022	Email Ortiz counsel re: mediation considerations	0.1
5/18/2022	Email with AW re: PMW depo notice	0.1
5/23/2022	Email with defense re: call Friday	0.1
5/23/2022	Email AW re: calendar	0.1
5/23/2022	Prepare for call with Ortiz counsel	0.3
5/23/2022	Call with Ortiz counsel	0.3
5/23/2022	Email defense re: proposals	0.3
5/23/2022	Email AW re: outstanding discovery	0.1
5/23/2022	Email Ortiz counsel class complaint	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
5/23/2022	Email AW re: alerting the court about Belaire West notice	0.1
5/24/2022	Attorney Meeting	0.1
5/24/2022	Email with Ortiz counsel re: Belaire West notice	0.1
5/24/2022	Email Dani re: fee split	0.1
5/25/2022	Email with Ortiz counsel re: name change and reason	0.2
5/26/2022	Review spreadsheets produced	0.3
5/26/2022	Email defense re: spreadsheets produced	0.1
5/26/2022	Brainstorm data and doc request	0.2
5/27/2022	Draft joint status report	0.3
5/27/2022	Email report to Ortiz and defense counsel for review	0.1
5/27/2022	Review last CMC statement	0.1
5/27/2022	Email with AW re: report	0.1
5/27/2022	Rename report and review	0.1
5/27/2022	Create data and document request for mediation	1.5
5/27/2022	Email Ortiz counsel re: data and document request and call	0.1
5/27/2022	Email Ortiz counsel re: additional requests	0.1
5/27/2022	Email with Ortiz counsel re: report	0.1
5/27/2022	Call defense re: report	0.1
5/27/2022	Email counsel re: report	0.1
5/31/2022	Email AW re: status report	0.1
5/31/2022	Update deadlines for next 3 months and take strategy notes	0.1
6/1/2022	Update calendar	0.1
6/1/2022	Review data and doc request to Ortiz counsel	0.1
6/1/2022	Call with Ortiz counsel	0.2
6/1/2022	Email Ortiz counsel re: data and document request	0.1
6/14/2022	Look up times free for call	0.1
6/14/2022	Email co-counsel re: data and doc request	0.1
6/28/2022	Email with Cathy re: data and doc request	0.1
6/29/2022	Email defense re: discovery and data and doc request	0.1
6/29/2022	Email MDS re: data and doc request	0.1
6/30/2022	Call with Cathy re: data and doc request	0.3
7/27/2022	Review exemplar data and doc request	0.1
7/28/2022	Email with Evan re: data and doc request	0.2
8/1/2022	Read co-counsel email	0.1
8/2/2022	Call with ICK re: next steps	0.1
8/18/2022	Update deadlines	0.1
10/3/2022	Email defense re: discovery deadlines	0.1
10/4/2022	Read emails re: JPA	0.1
10/15/2022	Update calendar	0.1
11/10/2022	Call with co-counsel re: mediation	0.2
11/10/2022	Email with defense counsel re: mediation	0.2
11/17/2022	Email with co-counsel re: mediation info	0.3

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
11/17/2022	Review MOU	0.2
11/17/2022	Email with AW re: deadlines	0.1
11/20/2022	Email MDS re: mediation	0.5
11/20/2022	Email defense re: data	0.1
11/20/2022	Review data and doc request	0.1
11/21/2022	Email with Cathy re: mediation	0.1
11/21/2022	Review JPA	0.1
11/21/2022	Email with team re: JPA	0.1
11/21/2022	Email with MA re: client signatures	0.1
11/28/2022	Update deadlines	0.2
11/29/2022	Review data and doc request	0.2
11/29/2022	Review docs produced	0.2
11/29/2022	Email with defense re:	0.1
11/29/2022	Email team re: mediation attendance	0.1
11/29/2022	Review data produced	0.1
11/29/2022	Email with defense re: mediation	0.1
11/30/2022	Download mediation data	0.1
11/30/2022	Review mediation data	0.3
11/30/2022	Email with defense re: mediation data	0.2
11/30/2022	Email Bennett re: case and mediation	0.5
12/5/2022	Prepare for mediation with ICK	0.2
12/5/2022	Review calendar with AW	0.1
12/6/2022	Email Bennett demographic info	0.1
12/6/2022	Review complaints	0.4
12/6/2022	Research split shift issue	0.2
12/6/2022	Email with team re: mediation and brief	0.3
12/6/2022	Email with co-counsel re: mediation issues	0.2
12/6/2022	Discuss case with ICK	0.1
12/6/2022	Attorney Meeting	0.1
12/6/2022	Analyze time and pay records	1.0
12/6/2022	Email Bennett re: rounding	0.1
12/6/2022	Email team re: meal issues	0.1
12/6/2022	Review rounding law	0.2
12/6/2022	Review production for mediation	0.2
12/6/2022	Discuss issues with ICK	0.5
12/6/2022	Draft mediation brief	0.5
12/7/2022	Save and review additional production	0.2
12/7/2022	Research rounding	0.3
12/7/2022	Email defense mediation questions	0.2
12/7/2022	Email with ICK re: production	0.2
12/7/2022	Review and summarize production	3.3
12/8/2022	Review and summarize production	0.3

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
12/8/2022	Review Ortiz responses	0.2
12/8/2022	Email Cathy re: Ortiz	0.2
12/12/2022	Review Ortiz responses	0.1
12/12/2022	Email Bennett re: analyses	0.1
12/12/2022	Call Caracoza re: mediation	0.2
12/12/2022	Email with Bennett re: mediation data	0.2
12/12/2022	Review info for mediation	0.2
12/12/2022	Email with Bennett re: calculations	0.3
12/12/2022	Email defense re: outstanding questions	0.1
12/12/2022	Draft mediation brief	1.0
12/12/2022	Email with consultant re: mediation	0.2
12/13/2022	Review consultant emails	0.2
12/13/2022	Update calendar	0.1
12/13/2022	Attorney meeting	0.2
12/13/2022	Draft mediation brief	2.6
12/13/2022	Email with co-counsel re: mediation	0.1
12/13/2022	Email with co-counsel re: mediation	0.1
12/15/2022	Discuss mediation with ICK and MDS	0.5
12/15/2022	Review calendar with AW	0.1
12/16/2022	Prepare for mediation with ICK	0.4
12/16/2022	Attend mediation	8.0
12/19/2022	Review stip to continue	0.1
12/19/2022	Email with AW re: stip to continue	0.1
12/20/2022	Read article summarizing rounding	0.4
12/22/2022	Discuss case with MM	0.2
1/3/2023	Review calendar	0.1
1/17/2023	Email with defense re: discovery	0.1
1/17/2023	Discuss mediator's proposal with ICK	0.2
1/17/2023	Assess damages model and mediator's proposal	0.4
1/17/2023	Email with team	0.1
1/17/2023	Attorney meeting	0.2
1/17/2023	Email co-counsel re: PAGA	0.1
1/17/2023	Review all PAGA letters	0.4
1/17/2023	Email with team re: PAGA letters	0.1
1/17/2023	Review Ortiz complaint	0.3
1/17/2023	Email with team re: Ortiz complaint	0.1
1/17/2023	Research meal period issues	0.3
1/19/2023	Email with team re: proposal	0.1
1/23/2023	Review prior stip	0.1
1/23/2023	Email with AW re: stip	0.1
1/23/2023	Email with AW re: dates	0.1
1/23/2023	Listen to voicemail from Caracoza	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
1/23/2023	Leave voicemail for Caracoza	0.1
1/23/2023	Review mediation data	0.1
1/23/2023	Call with ICK re: claims	0.1
1/24/2023	Email with mediator re: mediation	0.1
1/24/2023	Email with co-counsel re: mediation	0.1
1/24/2023	Attorney meeting	0.2
1/25/2023	Call with co-counsel	0.3
1/25/2023	Update deadlines	0.1
1/27/2023	Email Haig re: mediator	0.1
1/30/2023	Review email re: rejecting proposal	0.1
2/7/2023	Review calendar	0.1
2/13/2023	Update calendar	0.1
2/16/2023	Review email re: JPA	0.1
2/16/2023	Email defense re: discovery	0.1
2/16/2023	Email co-counsel re: next steps	0.1
2/16/2023	Update calendar	0.1
2/17/2023	Draft PMQ depo notice	0.4
2/20/2023	Review records produced by Ashley	0.3
2/20/2023	Draft PMQ depo notice	1.7
2/20/2023	Email Haig and Cathy re: depo notice and discovery issues	0.1
2/23/2023	Email with AW re: status	0.1
2/28/2023	Review new Naranjo case and email with team	0.3
2/28/2023	Review stips	0.1
2/28/2023	Email AW re: stips	0.1
2/28/2023	Email with Cathy re: PMQ notice	0.1
2/28/2023	Call with Cathy re: consolidation	0.3
2/28/2023	Email recap of call to team	0.1
2/28/2023	Email with AW re: JPA signatures	0.1
2/28/2023	Email with Cathy re: consolidation and JPA signatures	0.1
3/1/2023	Review emails re: signatures	0.1
3/2/2023	Review and approve stips	0.2
3/2/2023	Review case assignment details	0.1
3/2/2023	Email with mediator re: next steps	0.1
3/3/2023	Call with mediator re: proposal	0.3
3/3/2023	Email team re: proposal	0.1
3/7/2023	Check civil calendar	0.2
3/7/2023	Attorney meeting	0.2
3/8/2023	Prepare for CMC	0.3
3/8/2023	CMC	1.2
3/8/2023	Send CMC recap to team	0.1
3/19/2023	Email with Haig re: proposal	0.1
3/19/2023	Email with MDS re: proposal	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
3/19/2023	Email with Haig re: proposal	0.1
3/19/2023	Email with Todd re: proposal	0.1
3/19/2023	Email with co-counsel re: demand and issues	0.2
3/20/2023	Email with Haig and Cathy re: proposal	0.1
3/20/2023	Review emails	0.1
3/21/2023	Attorney meeting	0.1
3/22/2023	Email with Todd re: call	0.1
3/22/2023	Update team re: proposal	0.1
3/29/2023	Email with defense re: extension	0.1
4/4/2023	Update calendar through 9/8/23	0.3
4/6/2023	Discuss proposal with ICK	0.1
4/6/2023	Email with team re: proposal	0.2
4/19/2023	Email with Haig re: proposal	0.1
4/24/2023	Update calendar	0.2
5/2/2023	Email with Haig re: proposal	0.1
5/4/2023	Email with co-counsel re: negotiations	0.1
5/4/2023	Discuss next steps with ICK	0.1
5/10/2023	Email with team re: settlement	0.2
5/10/2023	Discuss settlement with ICK	0.1
5/11/2023	Email with MDS re: settlement	0.1
5/11/2023	Email with defense re: discovery	0.1
5/11/2023	Review and make note for quarterly update letter	0.1
5/15/2023	Email with Haig re: MOU	0.1
5/18/2023	Discuss MOU with AW	0.1
5/18/2023	Draft MOU	1.0
5/18/2023	Email co-counsel MOU	0.1
5/23/2023	Follow up with Haig	0.1
5/23/2023	Email with Cathy re: MOU	0.1
5/26/2023	Email with team re: MOU	0.1
5/26/2023	Email with defense re: MOU	0.1
6/3/2023	Update calendar	0.2
6/15/2023	Redline MOU	0.5
6/15/2023	Email with team re: MOU	0.1
6/19/2023	Follow up on MOU with co-counsel	0.1
6/19/2023	Review co-counsel email re: MOU	0.2
6/19/2023	Email defense re: MOU	0.1
6/20/2023	Redline MOU	0.1
6/20/2023	Email with co-counsel re: MOU	0.1
6/20/2023	Review co-counsel redline and email to defense	0.1
6/20/2023	Email with AW re: Class notice	0.1
6/20/2023	Review and approve defense MOU redlines	0.2
6/21/2023	Email with co-counsel	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
6/22/2023	Review case assignment info	0.1
6/27/2023	Call with client explaining MOU	0.2
6/27/2023	Email with team re: MOU	0.1
7/11/2023	Update deadlines and strategize	0.1
7/17/2023	Email with co-counsel re: next steps	0.3
7/17/2023	Email defense re: MOU	0.1
7/17/2023	Call with co-counsel re: next steps	0.2
7/20/2023	Review signatures	0.1
7/23/2023	Email with AW re: MPA	0.1
8/15/2023	Discuss PA with AW	0.2
8/15/2023	Review emails and email with co-counsel re: long form	0.2
8/15/2023	Review SA draft	0.3
8/16/2023	Review SA	0.5
8/16/2023	Email with Bridgette re: costs	0.1
8/16/2023	Email with co-counsel re: SA	0.1
8/16/2023	Email with Bridgette re: costs	0.1
8/17/2023	Email with AW re: PA motion	0.1
8/21/2023	Email with defense re: SA	0.1
8/21/2023	Review and update long form settlement agreement	0.4
8/21/2023	Email co-counsel re: costs	0.1
8/23/2023	Finalize Settlement agreement	1.3
8/23/2023	Email with co-counsel re: final issues	0.2
8/23/2023	Calculate net settlement amount	0.2
8/23/2023	Call and email with co-counsel re: redlines	0.3
8/23/2023	Final review of SA draft	0.2
8/23/2023	Email with co-counsel and defense re: draft	0.2
9/6/2023	Review SA changes and accept and finalize	0.8
9/6/2023	Email defense and co-counsel final agreement	0.1
9/11/2023	Email with AW re: MOU	0.1
9/11/2023	Call with AW re: SA	0.1
9/11/2023	Call with plaintiff re: SA and legal help	0.2
9/13/2023	Check calendar and update	0.2
9/28/2023	Review calendar	0.1
9/28/2023	Review settlement agreement	0.1
9/28/2023	Call with AW re: stip to continue	0.1
10/3/2023	Review deadlines	0.1
10/5/2023	Review calendar with AW	0.1
10/26/2023	Review NOM	0.1
10/26/2023	Prepare plan for motion	0.3
10/26/2023	Draft PA motion	0.3
10/30/2023	Update calendar	0.2
11/2/2023	Update calendar	0.1

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
11/7/2023	Call with co-counsel re: motion	0.1
11/14/2023	Review calendar	0.1
11/14/2023	Email with Cathy re: motion	0.1
11/14/2023	Email with AW re: prelim approval	0.1
11/16/2023	Email with team re: prelim	0.1
11/21/2023	Email with co-counsel re: motion	0.1
11/21/2023	Email with AW re: CMC statement	0.1
11/21/2023	Update calendar and tasks	0.1
12/4/2023	Email with team re: prelim	0.2
12/6/2023	Review and edit PO	0.2
12/6/2023	Review and approve NOM	0.2
12/6/2023	Call Caracoza re: decl	0.2
12/6/2023	Finalize and email team dec	0.2
12/6/2023	Email team re: hearing	0.1
1/23/2024	Call and email with AW re: MPA	0.1
2/6/2024	Update tasks and calendar	0.1
3/6/2024	Email with team re: dates	0.1
3/14/2024	Review information and email with administrator	0.2
3/20/2024	Review notice and email with admin to approve	0.5
3/20/2024	Left voicemail for plaintiff re: status update	0.1
3/20/2024	Email with team re: plaintiff	0.1
4/8/2024	Review admin emails	0.1
4/8/2024	Update calendar	0.2
4/12/2024	Review MDS case status list	0.1
4/16/2024	Clean up time records	0.1
4/29/2024	Left voicemail for Carlos Garcia (class member)	0.1
5/2/2024	Update case info	0.2
5/30/2024	Email with KS re: FA and time records	0.1
6/24/2024	Review prelim order, assess what is needed for final approval, and email with co-counsel re: timing	0.4
6/27/2024	Aggregate and clean up time records	1.5
7/9/2024	Email with MM re: case assignment details	0.3
7/9/2024	Email w/ team re: final approval shells	0.1
7/9/2024	Attorney meeting	0.2
7/11/2024	Email with co-counsel re: dec and final approval	0.1
7/11/2024	Email with admin re: dec and send template	0.5
7/15/2024	Left voicemail for co-counsel HBK	0.1
7/15/2024	Review admin dec	0.3
7/15/2024	Email with co-counsel WH	0.1
7/15/2024	Create shell dec	0.2
7/16/2024	Work on NOM	0.3
7/16/2024	Email with admin	0.2

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912
San Bernardino Superior Court Case No. CIVSB2118827
ATTORNEY TIME – ROSEMARY C. KHOURY

Date	Activity	Time
7/16/2024	Call with HBK re: dec and final approval	0.2
7/16/2024	Work on Singer dec	0.2
7/16/2024	Work on proposed order	0.3
7/16/2024	Work on judgment	0.3
7/17/2024	Review and approve Haines dec	0.3
7/17/2024	Email with AW re: admin dec	0.1
7/17/2024	Email with HBK re: dec	0.1
7/18/2024	Review admin dec and email with questions	0.2
7/18/2024	Work with admin on drafts of dec	0.6
7/18/2024	Review and approve HBK dec	0.4
7/18/2024	Email with co-counsel	0.1
7/18/2024	Finalize NOM	0.2
7/18/2024	Finalize judgment	0.1
7/18/2024	Finalize proposed order	0.1
7/18/2024	Draft and finalize PAs	4.5
7/18/2024	Finalize time and costs info	0.7
7/19/2024	Work with MA and AW re: finalizing all docs	0.8
	Total	153.8

EXHIBIT 4

Litigation Cost

Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies
San Bernardino Superior Court Lead Case No. CIVDS2012912

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
3/3/2020	LWDA	PAGA Fee Notice	\$75.00
6/5/2020	Express Network	Compaunt/Complex Fee	\$1,653.50
8/27/2020	Express Network	Order re: Initial Complex CMC	\$55.00
9/4/2020	Express Network	Notice of Initial CMC	\$55.00
9/23/2020	Courtcall	RCK CMC 10/2/20	\$94.00
9/24/2020	Express Network	Joint CMC	\$55.00
5/7/2021	SCSB	Joint CMC	\$2.50
7/13/2021	Express Network	Notice of Related Case	\$65.00
12/17/2021	LASC	Motion to Stay all Proceedings	\$8.20
1/3/2022	Courtcall	RCK Motion 1/4/22	\$94.00
2/9/2022	Express Network	Notice of Entry of Order	\$85.00
8/25/2022	Express Network	Notice of Continuance	\$55.00
11/2/2022	Todd Smith, Esq.	Mediation Fee - Split w/Class	\$2,250.00
1/11/2023	Berger Consulting	Consultant - Split w/Class	\$2,075.00
3/2/2023	Express Network	Joint CMC	\$152.00
10/3/2023	Express Network	Stipulation to Continue CMS	\$76.00
10/10/2023	SCSB	Order Signed and Filed	\$1.50
10/11/2023	Express Network	Notice of Entry of Order	\$64.00
11/29/2023	One Legal	CMC	\$18.62
12/2/2023	One Legal	Notice of Remote Appearance	\$18.62
<i>Est</i>	<i>Express Network</i>	<i>Final Approval Motion</i>	<i>\$160.00</i>
	In House	Postage	\$9.02
	In House	Photocopies (310@.06)	\$18.60
	Total:		\$7,140.56
Caracoza, Jr. v. Ashley Furniture Industries, Inc. d/b/a The Ashley Companies San Bernardino Superior Court Case No. CIVSB2118827			
<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
6/24/2021	Express Network	Complaint/Complex fee	\$1,633.50
7/13/2021	Express Network	Notice of Related Cases	\$55.00
8/13/2021	Express Network	Proof of Service of Summons	\$55.00
9/16/2021	Express Network	Joint Case Management Conf. Stmt	\$65.00
9/21/2021	Express Network	Notice of Posting Jury Fees	\$220.00
9/29/2021	Courtcall	RCK CMC 9/28/21	\$94.00
1/18/2022	Express Network	Amendment to Complaint	\$85.00
3/10/2022	Express Network	Notice of Entry of Order Correcting	\$55.00
3/18/2022	Express Network	Joint Case Management Conf. Stmt	\$65.00
8/25/2022	Express Network	Notice of Cont. of CMC	\$55.00
11/2/2022	Todd Smith, Esq.	Mediation Fee (split w/PAGA)	\$2,250.00
12/20/2022	Express Network	Stipulation to Continue	\$80.00
1/9/2023	Express Network	Notice of Cont. of CMC	\$55.00
1/11/2023	Berger Consulting	Consultant (split w/PAGA)	\$2,075.00
3/2/2023	Express Network	Joint Case Management Conf. Stmt	\$99.00
3/9/2023	Courtcall	CMC 3/8/23 RCK	\$72.00
	In House	Postage	\$4.17
	In House	Photocopies (127@.06)	\$7.62
	Total:		\$7,025.29
		TOTAL CASES	\$14,165.85

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6