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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 WALTER L. HAINES 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, Walter L. Haines, declare as follows:

2 1. I am an attorney duly licensed to practice law in the State of California and am an
3 attorney of record for Plaintiff ANGEL CARACOZA, JR. ("Plaintiff" or "CARACOZA, JR.") in
4 his Action against Defendants ASHLEY FURNITURE INDUSTRIES, INC., d/b/a THE
5 ASHLEY COMPANIES, ("Defendants"). I am a member in good standing of the State Bar of
6 California. I make this Declaration in support of Plaintiff's Motion for Final Approval of Class Action
7 Settlement. I make this Declaration based on my personal knowledge and if called to testify I could
8 and would competently testify to the matters contained in this Declaration.

9 2. I am a highly experienced class action counsel specializing in actions of this nature. I
10 have been practicing law for over 40 years and I am highly experienced in actions of this nature. I am
11 the most senior attorney at my firm, United Employees Law Group, and worked on the litigation of
12 this matter. I formed United Employees Law Group in 2005, primarily to represent employees in their
13 wage claims. I have represented over 1,500 clients in wage and hour disputes of which more than 300
14 cases were class actions with settlements totaling over \$400,000,000. These class action cases include
15 Fortune 500 companies such as Pepsi, Intel, Home Depot, Kaiser, Wells Fargo, Bank of America,
16 Cisco Systems, First American Title Co., Yahoo!, WellPoint, Inc., Sun Microsystems, and Kaiser
17 Foundation Hospitals.

18 3. United Employees Law Group has prosecuted this litigation solely on a contingent-
19 fee basis, and has been completely at risk that it would not receive any compensation for prosecuting
20 claims against the Defendants.

21 4. United Employees Law Group has participated in this litigation and has performed
22 work on behalf of Plaintiff since the inception of this litigation. The hours submitted with this
23 declaration are solely for work performed on behalf of the class alleged in the above-entitled
24 California action and not any other state or federal matter.

25 5. I performed, among other things, the following tasks related to this matter: analyzed
26 initial clients' claims; performed initial investigation inclusive of research necessary for case
27 evaluation and searched court records relative to possible competing cases. I participated in its
28 mediation and settlement and reviewed all settlement papers along with orders from the court, law

1 and motion papers and assisted with client liaison and other tasks assigned by lead counsel.

2 6. The hourly rate for my time is \$725 per hour which is my usual and customary hourly
3 rate charged for my services in similar complex class actions.

4 7. The total number of hours spent by me on this litigation is 42.50 hours through July
5 16, 2024. The hours billed are broken down as follows:

6 Intake and client signup: 6.50

7 Review documents: 14.00

8 Prepare for and attend Mediation: 10.00

9 Review and edit MOU, settlement agreement and prelim approval: 7.80

10 Oversee admin and review and edit final approval: 4.20

11 Total Hours = 42.50

12 8. My involvement with the case was primarily in the very initial stages of vetting the
13 potential client, along with verification that there were no conflicting cases existing at that time.
14 During most of the litigation there were ongoing communications with co-counsel discussing strategy
15 and status of litigation. In order to provide the court with a reasonable estimate of the time involved,
16 all email communications were reviewed, which is the source of these estimates.

17 9. My total lodestar amount through July 16, 2024, is \$30,812.50 (42.50 hours @
18 \$725/hour).

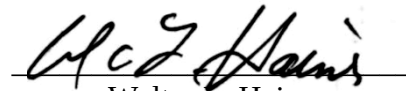
19 10. No charges have been included for paralegal or staff time spent on this matter.

20 11. My out-of-pocket expenses for postage are \$5.30. Total out of pocket expenses are
21 \$5.30.

22 12. I believe that the Settlement is fair, adequate, and reasonable. The Settlement provides
23 substantial monetary benefits to class members and is a product of diligent efforts of Class Counsel
24 to obtain the best possible result for the class members. This Settlement was reached following
25 thorough legal and factual research and analysis, thorough review of extensive data relative to the
26 claims in the action, arduous settlement negotiations, and thorough investigation of the underlying
27 facts by the respective parties and review of records. The settlement negotiations were, at all times,
28 adversarial and non-collusive in nature. The proposed Settlement is within the range of

1 reasonably, and class members have supported the Settlement.

2 I declare under the penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct and this declaration is executed on July 16, 2024, in Los Angeles,
4 California.

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7 Walter L. Haines
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