

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

UNITED EMPLOYEES LAW GROUP, PC

Walter L. Haines (SBN 71075)

whaines@uelglaw.com

8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

Telephone: (562) 256-1047/Facsimile: (562) 256-1006

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian, Bar No. 278622

haig@hbklawyers.com

Cathy Gonzalez, Bar No. 310625

cathy@hbklawyers.com

801 North Brand Boulevard, Suite 970

Glendale, CA 991203

Telephone: (818) 696-2306/Facsimile: (818) 696-2307

Attorneys for Plaintiffs Angel Caracoza, and Daniel Ortiz

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

v.

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

Defendants.

LEAD CASE NO. CIVDS2012912

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jessica Morgan

Department S26

[PROPOSED] JUDGMENT

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 Pursuant to the Class Action and PAGA Settlement Agreement and Class Notice filed
2 December 8, 2023 (“Agreement”), the Preliminary Approval Order issued February 22, 2024
3 (“Preliminary Approval Order”), and the Order Granting Final Approval of Class Action Settlement
4 (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED that:

5 1. The Court enters Judgment consistent with the Final Approval Order and the
6 Agreement. Plaintiffs Angel Caracoza and Daniel Ortiz, Participating Class Members, and Aggrieved
7 Employees shall take nothing from Defendants Ashley Furniture Industries, LLC and Ashley
8 Furniture Industries, Inc. (collectively, “Defendant”), or any of Defendant’s former and present
9 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
10 assigns, subsidiaries and affiliates, (“Released Parties”), except as expressly set forth in the
11 Agreement and Final Approval Order.

12 2. No Class member objected to the proposed Settlement or requested exclusion from
13 the Settlement.

14 3. Pursuant to the Agreement, Preliminary Approval Order, and Final Approval Order,
15 the Court defined the following:

16 a. “Action”: Plaintiffs’ lawsuits alleging wage and hour violations against
17 DEFENDANT captioned *Angel Caracoza v Ashley Furniture Industries, LLC*, PAGA Complaint,
18 commenced on June 5, 2020, Case No. CIVDS2012912, amended on October 15, 2020; *Angel*
19 *Caracoza v. Ashley Furniture Industries, LLC*, Class Action, commenced on June 24, 2021, Case No.
20 CIVSB2118827; *Daniel Ortiz v Ashley Furniture Industries, LLC*, PAGA Complaint commenced on
21 July 26, 2021, Case No. CIVSB2122588; and *Daniel Ortiz v Ashley Furniture Industries, LLC*, Class
22 Action Complaint commenced on June 16, 2022, Case No. CIVSB2212619.

23 b. “Aggrieved Employees”: All individuals who are or were previously employed by
24 DEFENDANT in the State of California who were classified as hourly, non-exempt employees during
25 the period of March 29, 2019, to May 12, 2023 (the “PAGA Period”).

26 c. “Class”: All persons who are or were employed by DEFENDANT in California and
27 classified as hourly, non-exempt employees during the Class Period of June 25, 2017, to May 12,
28 2023.

1 d. "Class Member" or "Settlement Class Member": A member of the Class, as either a
2 Participating Class Member or Non-Participating Class Member (including a Non-Participating Class
3 Member who qualifies as an Aggrieved Employee).

4 e. "Class Period": June 25, 2017 to May 12, 2023.

5 f. "Class Representatives": Named Plaintiffs in the operative complaints in the Actions
6 seeking Court approval to serve as a Class Representatives.

7 g. "Defendant": Named Defendants Ashley Furniture Industries, LLC and Ashley
8 Furniture Industries, Inc.

9 h. "Effective Date" means the date by when both of the following have occurred: (a) the
10 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment
11 is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating
12 Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more
13 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
14 of appeal from the Judgment or, if a timely appeal from the Judgment is filed, the day after the
15 appellate court affirms the Judgment and issues a remittitur.

16 i. "Final Approval": The Court's order granting final approval of the Settlement.

17 j. "Final Judgment": The Judgment Entered by the Court upon Granting Final Approval
18 of the Settlement.

19 k. "Non-Participating Class Member": Any Class Member who opts out of the
20 Settlement by sending the Administrator a valid and timely Request for Exclusion.

21 l. "PAGA Pay Period": Any Pay Period during which an Aggrieved Employee worked
22 for Defendant for at least one day during the PAGA Period.

23 m. "PAGA Period": March 29, 2019 to May 12, 2023.

24 n. "Participating Class Member": A Class Member who does not submit a valid and
25 timely Request for Exclusion from the Settlement.

26 o. "Plaintiffs": Angel Caracoza and Daniel Ortiz, the named plaintiffs in the Actions.

27 p. "Released Class Claims": All Participating Class Members, on behalf of themselves
28 and their respective former and present representatives, agents, attorneys, heirs, administrators,

1 successors and assigns, release Released Parties from all class claims pled or that could have been
2 pled based on the factual allegations contained in the operative complaints which occurred during the
3 Class Period including, but not limited to claims under California Labor Code §§ 201, 202, 203, 204,
4 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1182.2, 1194,
5 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, and expressly excluding all other claims,
6 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
7 social security, workers' compensation, and class claims outside of the Class Period. The time period
8 for this release is the Class Period of June 25, 2017 through May 12, 2023.

9 q. "Released PAGA Claims": All Non-Participating Class Members and Participating
10 Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and
11 their respective former and present representatives, agents, attorneys, heirs, administrators,
12 successors and assigns, the Released Parties from all PAGA claims pled or that could have been pled
13 based on the factual allegations contained in the operative complaints and PAGA Notices that
14 occurred during the PAGA Period that stated violations of California Labor Code §§ 201, 202, 203,
15 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1182.2,
16 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802 as to the Aggrieved Employees and
17 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
18 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
19 outside of the PAGA Period. The time period for this release is the PAGA Period of March 29, 2019
20 through May 12, 2023.

21 r. "Released Parties:" Defendant and each of its former and present directors, officers,
22 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries
23 and affiliates.

24 4. The Gross Settlement Amount is \$2,500,000.00. Through its Final Approval Order,
25 the Court has authorized the following distributions from the Gross Settlement Amount:

26 a. The Court finds and determines the Settlement Payments to Participating Class
27 Members and Aggrieved Employees provided by the Agreement are fair and reasonable. The Court
28 grants final approval to and orders Payments be made in accordance with the Agreement.

1 b. The Court authorizes payment of administrative costs to Simpluris, Inc. from the Gros
2 Settlement Amount in the amount of \$23,000.00.

3 c. The Court authorizes payment of a Class Representative Service Payment to Plaintiff
4 Angel Caracoza from the Gross Settlement Amount in the amount of \$10,000.00.

5 d. The Court authorizes payment of a Class Representative Service Payment to Plaintiff
6 Daniel Ortiz from the Gross Settlement Amount in the amount of \$10,000.00.

7 e. The court authorizes payment of attorneys' fees from the Gross Settlement Amount to
8 Class Counsel in the amount of \$833,333.33 [70% to Cohelan Khoury & Singer United Employees
9 Law Group, PC (to be divided 66.67% to CKS and 33.33% to UELG) and 30% to Haig B. Kazandjian
10 Lawyers, APC].

11 f. The Court authorizes payment of litigation expenses from the Gross Settlement
12 Amount to Class Counsel in the amount of \$21,290.01.

13 g. The Court finds and determines the PAGA Payment in the amount of \$75,000.00 to
14 be paid to the California Labor and Workforce Development Agency representing the 75% share of
15 the \$100,000.00 for civil penalties is fair, adequate and reasonable, and \$25,000.00 representing 25%
16 share of the \$100,000.00 civil penalties to be paid to Aggrieved Employees are fair and reasonable
17 and orders that these amounts be paid.

18 h. Participating Class Members and Aggrieved Employees shall have 180 calendar days
19 after mailing by the Settlement Administrator to cash their settlement checks. If any check is not
20 cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement
21 Administrator shall issue the unclaimed funds to the California Controller's Unclaimed Property
22 Fund in the name of the Class Member and/or Aggrieved Employee.

23 5. Nothing shall preclude any action to enforce obligations under the Agreement, Final
24 Approval Order, or this Judgment, including Defendant's payment obligations to Participating Class
25 Members and Aggrieved Employees.

26 6. The Parties will bear their own costs and attorneys' fees except as provided by this
27 Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

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1 7. The Court enters final judgment in accordance with the terms of the Agreement and
2 the Final Approval Order.

3 8. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice to
4 the Class Members with the posting of the Final Approval Order and this Judgment on the
5 Administrator's Website case information page.

6 9. Pursuant to Labor Code section 2699(l)(3), Plaintiffs shall submit a copy of this
7 Judgment to the California Labor and Workforce Development Agency within 10 days after entry of
8 the Judgment.

9 10. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction
10 over the parties with respect to enforcement of this Judgment under California Code of Civil
11 Procedure Section 664.6.

12 IT IS SO ORDERED, ADJUDGED, AND DECREED.

13
14 Date: _____

Honorable Jessica Morgan
Judge of the Superior Court