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15 Attorneys for Plaintiff Francisco Schiller, on behalf of himself
16 and as representative for the State of California on behalf of all other aggrieved employees

17 **SUPERIOR COURT OF CALIFORNIA**

18 **FOR THE COUNTY OF SAN BERNARDINO**

19 FRANCISCO SCHILLER, on behalf of himself
20 and as representative for the State of California
21 on behalf of all other aggrieved employees,

22 Plaintiff,

23 v.

24 ASHLEY DISTRIBUTION SERVICES, LTD.,
25 a Wisconsin Limited Company; and DOES 1
26 through 10, Inclusive,

27 Defendants.

28 LEAD CASE NO. CIVDS2013264

Consolidated with Case No. CIVDS2014776

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jessica Morgan

Department S26

CONSOLIDATED ACTION

**DECLARATION OF CHANTAL SOTO-
NAJERA ON BEHALF OF CPT GROUP,
INC.**

Date: May 23, 2024

Time: 8:30 a.m.

Dept: 26

Judge: Hon. Jessica Morgan

Complaint filed: June 16, 2020

Trial Date: Not set

1 I, Chantal Soto-Najera, declare as follows:

2 1. I am a Case Manager for CPT Group, Inc., (“CPT”), the Court -approved Settlement
3 Administrator for the above captioned *Schiller v. Ashley Distribution Services, LTD.* matter. I am
4 authorized to make this declaration on behalf of CPT and myself. I have personal knowledge of the
5 facts herein, and, if called upon to testify, I could and would testify competently to such facts.

6 2. CPT has extensive experience providing notice of class actions and administering class
7 action settlements. In the past 30 years, CPT has provided notification and/or settlement administration
8 services in over one thousand class action cases. CPT was selected by the parties to provide notice of
9 the settlement and process exclusions in this action. In this capacity, CPT was charged with (a) printing
10 and mailing to Class Members the Notice of Class Action Settlement and Hearing Date for Final Court
11 Approval, the “*Class Notice*”; (b) processing undeliverable mail and locating updated addresses for
12 Class Members; (c) receiving other communications about the settlement; (d) notifying the parties of
13 the number of Class Members that filed timely requests for exclusion; (e) notifying the parties of the
14 number of Class Members who filed untimely or deficient requests for exclusion, and taking steps to
15 cure the deficiencies; (f) establishing and maintaining a toll-free case hotline where Class Members
16 can speak to case representatives regarding case specific questions; and (g) issuing and mailing
17 settlement checks, including the Service Payment to the Plaintiff, to all Settlement Class Members
18 with the appropriate tax reporting.

19 3. CPT received the Court-approved text for the content of the Class Notice from Class
20 Counsel on November 28, 2023. CPT prepared a draft of the Class Notice for mailing to the Class
21 Members. Attached hereto as Exhibit A is a true and correct copy of the Class Notice.

22 4. On January 19, 2024, CPT received a data file from Defense Counsel containing Class
23 Members’ (i) full name; (ii) last known mailing address; (iii) Social Security Number; and (iv) dates
24 of employment, to determine the number of Weeks Worked during the Class Period and number of
25 Pay Periods worked during the PAGA Period. The finalized mailing list contained five-hundred and
26 one (501) individuals.

27 5. On March 6, 2024, CPT caused a National Change of Address (NCOA) database search
28 to be performed in attempt to update the mailing list of addresses as accurately as possible. A search
of this database provides updated addresses for any individual who has moved in the previous four

years and has notified the U.S. Postal Service of his or her change of address.

6. The Class Notice was enclosed in an envelope with the individual Class Member's name and known address printed on the envelope. On March 8, 2024, the five-hundred and one (501) Class Notices were mailed via U.S. First-Class Mail to the identified Class Members. The Class Notice indicated a deadline date of April 22, 2024, to dispute the information contained in the notice, to object or request exclusion from the settlement.

7. As of the date of this declaration, twenty-five (25) Class Notices were returned to our office by the U.S. Post Office. CPT performed a Skip Trace on all returned mail without a forwarding address using Accurant, one of the most comprehensive address databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

8. As a result of either forwarding address provided by the U.S. Post Office, Skip Trace effort, or re-mail requests from Counsel or Class Members, a total of twenty-one (21) Class Notices have been re-mailed to date. As of the date of this declaration, CPT reports a total of four (4) undeliverable Class Notices, as no better address was provided from the Post Office or obtained through Skip Trace.

9. As of the date of this declaration, CPT has not received any objections to the settlement.

10. As of the date of this declaration, CPT has not received any disputes by class members to the information stated in the Class Notices.

11. As of the date of this declaration, CPT has not received any requests for exclusion from the settlement.

12. As of the date of this declaration, CPT reports a total of five-hundred and one (501) Participating Class Members, representing 100% of the Class.

13. The \$350,000.00 Gross Settlement Amount will have the following anticipated deductions: attorneys' fees of \$116,666.67, litigation costs of \$20,000.00, Service Payment to the Class Representative of \$10,000.00, PAGA Payment of \$17,500.00 [75% (\$13,125.00) shall be paid to the Labor Workforce and Development Agency, and 25% (\$4,375.00) shall be distributed to Aggrieved Employees], and CPT's settlement administration expenses of \$10,000.00.

14. The Net Settlement Amount, currently estimated to be \$175,833.33, shall be allocated to

1 the class as follows.

2 15. To the Class, the Individual Class Payment is calculated by (a) dividing the Net
3 Settlement by the total number of Class Period Workweeks worked by all Participating Class Members
4 during the Class Period and (b) multiplying the result by each Participating Class Member's Class
5 Period Workweeks.

6 16. The Class has Five-hundred and one (501) Participating Class Members who worked a
7 total of 42,575 weeks during the Class Period. Based on estimated settlement calculations at this time,
8 a Participating Class Member will receive an estimated \$4.13 for each week worked during the Class
9 Period.

10 17. Aggrieved Employees will also receive Individual PAGA Payments in accordance with
11 the number of pay periods they worked during the PAGA Period, from April 12, 2019, to September
12 3, 2022, in relation to the total number of pay periods worked by all Aggrieved Employees during the
13 PAGA Period. If the Court approves the \$17,500.00 PAGA Payment amount, the LWDA will receive
14 a payment of \$13,125.00. The remaining \$4,375.00 will be distributed to 473 Aggrieved Employees,
15 who worked combined total of 36,981 pay periods during the PAGA Period. Based on estimated
16 settlement calculations at this time, an Aggrieved Employee will receive an estimated \$0.12 for each
17 pay period worked during the PAGA Period.

18 18. With a 100% participation rate, the highest total Individual Class/ PAGA Payment is
19 estimated to be \$1,709.56, and the average total payment is estimated to be \$359.70.

20 19. The total estimated Individual Class/ PAGA Payment for the Named Plaintiff Francisco
21 Schiller is \$488.78.

22 20. The Settlement allows CPT to recover up to a maximum of \$10,000.00 for Settlement
23 Administration Costs. This includes all costs incurred to date, as well as estimated costs involved to
24 complete the settlement following final approval pursuant to the terms of the settlement agreement, to
25 do such things as to issue and print checks, report taxes, mail settlement payment checks, issue all
26 other payments as awarded by the Court, answer Class Member questions, and forward all sums
27 represented by uncashed checks to the California Controller's Unclaimed Property Fund. A copy of
28 CPT's Service Invoice is attached as Exhibit B.

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1 I declare under the penalty of perjury under the laws of the State of California the foregoing is
2 true and correct and this declaration is executed April 23, 2024, in San Diego, California.

3 Chantal Soto-Najera
4 Chantal Soto-Najera
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EXHIBIT A

Superior Court of California, County of San Bernardino
Francisco Schiller v. Ashley Distribution Services, Ltd.
Case Nos. CIVDS2013264 & CIVDS2014776

The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
This is not a lawsuit against you and you are not being sued.

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING FOR FINAL APPROVAL

To: All people employed by Ashley Distribution Services, Ltd., in California, as a non-exempt employee at any time from August 23, 2018, through September 13, 2022. **You may be eligible to receive money from an employee Class Action Settlement concerning your former or current employment with Ashley Distribution Services, Ltd. ("Ashley"). The Class Action lawsuit was filed by a former employee and seeks:**

- (A) **Class Payments.** Wages and penalties for a class of non-exempt employees who worked for Ashley during the Class Period (August 23, 2018, through September 13, 2022) (collectively "Class Members"); and
- (B) **PAGA Payments.** Civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for Ashley during the PAGA Period (April 12, 2019, to September 13, 2022) (collectively "Aggrieved Employees").

PLEASE READ THIS NOTICE CAREFULLY

The Court has 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. You will be deemed to have carefully read and understood this Notice. 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Ashley to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims.

PLEASE READ THIS NOTICE CAREFULLY

The Court has 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. You will be deemed to have carefully read and understood this Notice. 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Ashley to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims.

- Based on Ashley's records, your individual Settlement payments are estimated to be: <<EstAmount>>
- Class Payment is estimated to be <<SettAmount>> (less withholding); and
- PAGA Payment is estimated to be <<PAGAAmount>>

(If no amount is stated for your Individual PAGA Payment, then according to Ashley's records you did not work during the PAGA Period.)

The above estimates are based on Ashley's records showing that you worked <<Workweeks>> workweeks during the Class Period and you worked <<PAGAPeriods>> pay periods during the PAGA Period. If you believe that you

worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 13 of this Notice for more information.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert wage claims against Ashley that are covered by this Settlement (“Released Claims”). Your payment will be automatically mailed to you after the Court grants final approval of the Settlement.
REQUEST TO BE EXCLUDED (“OPT-OUT”) FROM CLASS SETTLEMENT The Opt-Out Deadline is April 22, 2024	If you do not 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. <i>Non-Participating Class Members cannot object to any portion of the proposed Settlement.</i> See Section 16 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. Ashley must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
OBJECT The Objection Deadline is April 22, 2024	All Class Members who do not opt-out are “Participating Class Members” and can object to any aspect of the proposed Settlement. You have the right to object to the Settlement if you think the Settlement is unfair, unreasonable or inadequate by sending a written objection to the Settlement Administrator. <i>You cannot object to any portion of the proposed Settlement if you requested to be excluded.</i> See Section 18 of this Notice for more information.
UPDATE YOUR MAILING ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct mailing address. See Section 10 of this Notice for more information.
CHALLENGE CALCULATION OF YOUR WORKWEEKS/ PAY PERIODS The Challenge Deadline is April 22, 2024	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period pay periods you worked according to Ashley’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by April 22, 2024.
PARTICIPATE IN THE FINAL APPROVAL HEARING Hearing is Set For May 23, 2024 at 8:30 a.m.	The Court’s Final Approval Hearing is scheduled to take place on May 23, 2024 at 8:30 a.m. You do not 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.

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BASIC INFORMATION**1. What Is This Lawsuit About?**

This Lawsuit accuses Ashley of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks, expense reimbursements, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Ashley strongly denies all allegations of the Lawsuit and contends it complied with all applicable California laws. The Settlement is not an admission that Ashley did anything wrong or an indication any law was violated.

2. What Is A Class Action?

In a class action, one or more people called Class Representatives (in this case, Plaintiff Francisco Schiller) sue on behalf of themselves and other people who may have similar claims. The group of people with similar claims are referred to collectively as a “Class.” Each person covered by the Class definition is a “Class Member.” One court resolves the issues for all Class Members, except those who ask to be excluded from the Class.

3. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. The Parties hired an experienced, neutral mediator to resolve the Lawsuit by negotiating to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiff and Ashley 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, Ashley does not admit any violations or concede the merit of any claims.

Francisco Schiller, who was appointed the Class Representative, and his attorneys, believe the Settlement is fair, reasonable and adequate considering the strength of the claims and the risks and uncertainties of continued litigation.

4. Who Are The Parties In This Lawsuit?

Plaintiff Francisco Schiller was employed by Ashley Distribution Services, Ltd. as a non-exempt employee. Defendant Ashley Distribution Services, Ltd. was Plaintiff’s former employer.

5. Who Are The Attorneys For The Parties?**Attorneys for Plaintiff and the Class****COHELAN KHOURY & SINGER**

Michael D. Singer
Rosemary C. Khoury
605 “C” Street, Suite 200 San
Diego, CA 92101

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356

Attorneys for Defendant**FISHER & PHILLIPS, LLP**

Lonnie D. Giamela
444 South Flower Street
Suite 1500
Los Angeles, CA 90071

IMPORTANT TERMS OF THE SETTLEMENT**6. What Is The Settlement Amount?**

Gross Settlement Amount. Ashley agreed to pay a maximum amount of no more than Three Hundred and Fifty Thousand dollars (\$350,000.00) to fully and finally resolve all claims alleged in the Lawsuit (referred to as the “Gross Settlement Amount” or “GSA”). The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s 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, Ashley will deposit the GSA into a Qualified Settlement Account not more than fifteen (15) calendar days after the Judgment entered by the Court becomes 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 and/or the Judgment is appealed.

Court Approved Deductions From GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to **\$116,666.67** (33 1/3% of the GSA) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.
- B. Up to **\$10,000.00** as a Class Representative Award for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and Individual PAGA Payment.
- C. Up to **\$15,000.00** to the Administrator for services administering the Settlement.
- D. Up to **\$17,500.00** for PAGA Penalties, allocated 75% (\$13,125.00) to the LWDA PAGA Payment and 25% (\$4,375.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Net Settlement Distributed To Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (referred to as the “Net Settlement Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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 and pay periods, 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 22 of this Notice.

7. How Will The Administrator Calculate My Payment?

- A. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the NSA 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.
- B. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$4,375.00 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.

8. What Am I Giving Up In Exchange For My Payment?

- A. **Participating Class Members’ Release.** After the Judgment is final and Ashley has fully funded the GSA, Participating Class Members will be legally barred from asserting any of the claims released under the

Settlement against the Released Parties. The “Released Parties” means Defendant Ashley Distribution Services, Ltd. and its parents, subsidiaries, officers, shareholders, members, directors, agents, attorneys, employees, and insurers.

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 Ashley or the Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit 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, irrevocably and unconditionally release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint and ascertained in the course of the Action.

B. Aggrieved Employees’ PAGA Release. All Aggrieved Employees (including all Non- Participating Class Members who qualify as Aggrieved Employees), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint, the PAGA Notice and/or ascertained in the course of the Action.

HOW TO GET A SETTLEMENT PAYMENT

9. How Can I Get My Settlement Payment?

You do not need to do anything to receive your Settlement Payment. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you updated your address with the Administrator.

10. What If I Change My Address?

You should immediately notify the Administrator if you move or otherwise change your mailing address. It is your responsibility to keep the Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.

11. How Long Do I Get To Cash My Settlement Payment?

No more than 180 calendar days after date of mailing. 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 do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to the California Controller's Unclaimed Property Fund.

12. 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 will have no way to recover the money.

13. What If My Number Of Workweeks Or Pay Periods Is Wrong?

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 Ashley’s records, are stated in the first page of this Notice. You have until April 22, 2024, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by

signing and sending a letter to the Administrator via mail, email or fax. Section 22 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs and/or other records. The Administrator will accept Ashley's calculation of Workweeks and/or Pay Periods based on Ashley'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 Ashley's Counsel. The Administrator's decision is final.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I Exclude Myself From The Class Portion Of The Settlement?

Yes. If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the class portion of the Settlement for other reasons, you have the option to exclude yourself (that is, "opt out" of the Settlement).

An Excluded Class Member (i.e., Non-Participating Class Member) will not receive an Individual Class Payment, but will preserve his or her rights to personally pursue wage and hour claims against Ashley.

15. Can I Exclude Myself From The PAGA Portion Of The Settlement?

No. 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 Ashley based on the PAGA Period facts alleged in the Lawsuit.

16. How Do I Exclude Myself From The Settlement?

To opt out and exclude yourself from the Class Action Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting exclusion. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

It must be addressed to the Administrator and postmarked on or before **April 22, 2024**.
Requests for exclusion postmarked after this date may be disregarded.

OBJECTING TO THE SETTLEMENT

17. Can I Object If I Do Not Think The Settlement Is Fair?

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 Plaintiff are too high or too low.

Before deciding whether to object, you may wish to see what Plaintiff and Ashley are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff 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 Plaintiff is requesting as a Class Representative Service Award.

18. How Do I Object To The Settlement?

Only Participating Class Members have the right to object to the Settlement. If you do not think the Settlement is fair, you can object to the Settlement to advise the Court that you do not agree with the Settlement or some part of it. To object, you must state what your objection(s) are to the Settlement, and include the case name and number: Schiller v. Ashley Distribution Services Ltd., Case Nos. CIVDS2013264 & CIVDS2014776. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. It must be addressed to the Administrator and postmarked on or before April 22, 2024.

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 19 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department 26 of the Superior Court of California, County of San Bernardino, San Bernardino Justice Center, located at 247 West Third Street, San Bernardino, CA 92415, on May 23, 2024, at 8:30 a.m.

At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's service payment, and the Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I Need To Attend The Hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to attend at your own expense. You may also hire and pay your own lawyer to attend.

21. May I Speak At The Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

22. Who May I Contact If I Have Questions About The Settlement?

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

For more information or if you have specific questions, please contact the attorneys for Plaintiff and the Class, or the Settlement Administrator.

Attorneys for Plaintiff and the Class

COHELAN KHOURY & SINGER

Michael D. Singer
Rosemary C. Khoury
605 "C" Street, Suite 200 San
Diego, CA 92101

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356

SETTLEMENT ADMINISTRATOR

CPT Group Inc.
50 Corporate Park, Irvine, CA 92606
Phone: 1(888) 729-0858
Fax: 1 (949) 419-3446
Email: AshleyDistributionSettlement@cptgroup.com

EXHIBIT B

Schiller v. Ashley Distribution Services, LTD.

All-In Settlement

Class Size: 501
Opt-Out Rate: 0.00%
No. of Checks Issued: 501
Postage Total: \$674.66
Grand Total: \$14,606.01
DISCOUNTED FLAT FEE: \$10,000.00

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will be Posted on a Case Specific Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	5	\$475.00
Programming: Data Base Setup	\$150.00	5	\$750.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$1,725.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace Using XML LexID, if Necessary. CPT will Mail a Full-Length Notice, 1-Page Exclusion Form & BRM Envelope in English Only.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.00	501	\$501.00
First-Class Postage (up to 1 oz.)	\$0.60	501	\$300.60
Design & Preparation of BRM Envelope	\$100.00	1	\$100.00
Postage for BRM	\$0.64	0	\$0.00
TOTAL			\$1,226.60

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remaild.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	4	\$2.00
Skip Trace for Best Address	\$1.00	22	\$22.00
Print & Remail Notice Packets	\$1.00	21	\$21.00
First-Class Postage (up to 1 oz.)	\$0.60	21	\$12.60
TOTAL			\$117.60

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	0	\$0.00
Clerical Staff	\$60.00	0	\$0.00
Opt-Out & Change of Address Processing	\$2.00	0	\$0.00
Print & Mail Deficiency/Dispute Notices	\$1.50	0	\$0.00
First-Class Postage (up to 1 oz.)	\$0.60	0	\$0.00
Review & Process Deficiency Responses	\$10.00	0	\$0.00
TOTAL			\$150.00

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	9	\$27.00
TOTAL			\$327.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	501	\$50.10
TOTAL			\$485.10

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashied and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	501	\$1,252.50
First-Class Postage (up to 1 oz.)	\$0.60	501	\$300.60
TOTAL			\$3,543.10

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	40	\$20.00
Skip Trace for Best Address	\$1.00	40	\$40.00
Remail Undeliverable Checks	\$2.50	36	\$90.00
First-Class Postage (up to 1 oz.)	\$0.60	36	\$21.60
Re-Issue Checks as Required	\$5.00	26	\$130.00
First-Class Postage (up to 1 oz.)	\$0.60	26	\$15.60
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation	\$600.00	1	\$600.00
Annual Tax Reporting to IRS	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$4,857.20

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	105	\$15.75
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	11	\$55.00
First-Class Postage (up to 1 oz.)	\$0.60	11	\$6.60
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,174.41

GRAND TOTAL \$14,606.01