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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

[PROPOSED] JUDGMENT

Date: May 23, 2024

Time: 8:30 a.m.

Dept: 26

Judge: Hon. Jessica Morgan

Complaint filed: June 16, 2020

Trial Date: Not set

Pursuant to the Class and Private Attorneys General Act (“PAGA”) Settlement Agreement filed September 13, 2023 (“Agreement”), the Order Granting Preliminary Approval of Class Action and PAGA Settlement issued November 28, 2023 (“Preliminary Approval Order”), and the Order Granting Final Approval of Class Action and PAGA Settlement (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED that:

1. The Court enters Judgment consistent with the Final Approval Order and the Agreement. Plaintiff Francisco Schiller, Participating Class Members, and Aggrieved Employees shall take nothing from Ashley Distribution Services, Ltd., (“Defendant”), or any of Defendant’s its parents, subsidiaries, officers, shareholders, members, directors, agents, attorneys, employees, and insurers, (“Released Parties”) except as expressly set forth in the Agreement and Final Approval Order.

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

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

a. “Action”: Plaintiff’s two lawsuits alleging wage and hour violations against Defendant, both captioned *Schiller v. Ashley Distribution Services, Ltd.* and pending in San Bernardino Superior Court, Nos. CIVDS2013264 (PAGA)—initiated June 15, 2020 - and CIVDS2014776 (Class) - initiated July 23, 2020.

b. “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 PAGA Period.

c. “Class”: All individuals who are or previously were employed by Defendant in the State of California who were classified as hourly, non-exempt employees during the Class Period.

d. “Class Member” or “Settlement Class Member”: 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).

e. “Class Period”: August 23, 2018 to September 13, 2022.

f. “Class Representative”: Francisco Schiller.

g. “Defendant”: Ashley Distribution Services, Ltd.

h. “Effective Date”: The date by when both of the following have occurred: (a) the Court enters 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: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; ii) 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.

i. “Final Approval”: The Court’s order granting final approval of the Settlement.

j. “Final Judgment”: The Judgment Entered by the Court upon Granting Final Approval of the Settlement.

k. “Judgment”: The judgment entered by the Court based upon the Final Approval.

l. “PAGA Period”: April 12, 2019 to September 13, 2022.

m. “Participating Class Member”: A Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

n. “Plaintiff”: Francisco Schiller.

o. “Released Class Claims”: All Participating Class Members release Released Parties from all class claims pled or which could have been pled based on the factual allegations contained in the Operative Class Complaint which occurred during the Class Period including, but not limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226(a), 226.3, 226.7, 256, 510, 512, 515, 558(a), 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2810.5, 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 of this release is the Class Period.

p. “Released PAGA Claims”: All Class Members who are Aggrieved Employees are deemed to release all PAGA claims pled or which could have been pled based on the factual allegations contained in the Operative PAGA Complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period that stated violations of California Labor Code §§ 201, 202, 203, 204, 210, 218,

226, 226(a), 226.3, 226.7, 256, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, 2810.5, and 2698, *et seq.* 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.

q. "Released Parties": Ashley Distribution Services, Ltd. and its parents, subsidiaries, officers, shareholders, members, directors, agents, attorneys, employees, and insurers.

4. The Gross Settlement Amount is \$350,000.00. Through its Final Approval Order, the Court has authorized the following distributions from the Gross Settlement Amount:

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

b. The Court authorizes payment of administrative costs to CPT Group, Inc. from the Gross Settlement Amount in the amount of \$10,000.00.

c. The Court authorizes payment of a Class Representative Service Award to Plaintiff Francisco Schiller from the Gross Settlement Amount in the amount of \$10,000.00.

d. The court authorizes payment of attorneys' fees from the Gross Settlement Amount to Class Counsel in the amount of \$116,666.67 [50% to Cohelan Khoury & Singer, and 50% to Law Offices of Sahag Majarian II].

e. The Court authorizes payment of litigation expenses from the Gross Settlement Amount to Class Counsel in the amount of \$20,000.00.

f. The Court finds and determines the PAGA Payment in the amount of \$13,125.00 to be paid to the California Labor and Workforce Development Agency representing the 75% share of the \$17,500.00 for civil penalties is fair, adequate and reasonable, and \$4,375.00 representing 25% share of the \$17,500.00 civil penalties to be paid to Aggrieved Employees are fair and reasonable and orders that these amounts be paid.

g. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any check is not

1 cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement
2 Administrator shall issue the unclaimed funds to the California State Controller in the name of the
3 Class Member and/or Aggrieved.

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

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

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

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

14 9. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this Judgment
15 to the California Labor and Workforce Development Agency within 10 days after entry of the
16 Judgment.

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

20 IT IS SO ORDERED, ADJUDGED, AND DECREED.

21
22 Date: _____

Honorable Jessica Morgan
Judge of the Superior Court