

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

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II (SBN 146621)

sahagii@aol.com

18250 Ventura Blvd.

Tarzana, CA 91356

Tel: (818) 609-0807/Facsimile: (818) 609-0892

Attorneys for Plaintiff Francisco Schiller, on behalf of himself

and as representative for the State of California on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

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

Plaintiff,

v.

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

Defendants.

LEAD CASE NO. CIVDS2013264

Consolidated with Case No. CIVDS2014776

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jessica Morgan

Department S26

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF MICHAEL D. SINGER
IN SUPPORT OF MOTION FOR AN ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: November 29, 2023

Time: 8:30 a.m.

Dept: 26

Judge: Hon. Jessica Morgan

Complaint filed: June 16, 2020

Trial Date: Not set

1 I, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner with the law firm of Cohelan Khoury & Singer
3 (“CKS”), counsel of record for Plaintiff Francisco Schiller (“Plaintiff”). I am a member in good
4 standing of the State Bar of California. I submit this Declaration in support of Plaintiff’s
5 Motion for Preliminary Approval of Class and PAGA Settlement. This Declaration is based on
6 my personal knowledge and if called to testify I could and would competently testify to the
7 matters contained in this Declaration.

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

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

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

25 5. CKS has been certified by the State Bar of California to provide the Mandatory
26 Continuing Legal Education activity entitled “Litigating California Class Actions” and has
27 conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the
28 author of Cohelan on California Class Actions (1997-2023, updated annually), part of Thomson

1 Reuters Expert Series updated annually. I am a contributing author on the CEB publication
2 California Wage and Hour Law: Compliance and Litigation (2010-2023, updated annually), in
3 which I wrote the opening chapter overview on California Wage and Hour laws and the Private
4 Attorneys General Act (PAGA) Claim chapter. I am also a contributing author to the CEB
5 Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. I
6 have served as a columnist for the California State Bar, Litigation Section on wage and hour
7 litigation and have contributed articles on wage and hour and class action issues through the
8 years to numerous California publications.

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

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

23 8. I have participated in over 50 appellate cases and argued writs and appeals
24 before several California District Courts of Appeal, successfully arguing the landmark *Vaquero*
25 appeal for plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture,*
26 *LLC* (2017) 9 Cal.App.5th 98 (requiring employers separately pay commission sales employees
27 for rest periods). As co-lead counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly
28 reported at (2008) 165 Cal.App.4th 25], I argued before the Fourth District Court of Appeal in

1 May 2008 on transfer from the California Supreme Court, and co-authored the briefing in the
2 successful Supreme Court appeal. I've also argued federal appeals in the Second, Third, and
3 Ninth Circuit Courts of Appeals. In addition, I have drafted numerous appellate briefs as the
4 appellant, respondent, or amicus curiae in various employment class and individual actions. My
5 firm has successfully tried multiple class cases, obtained appellate reversals of class
6 certification denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified
7 multiple consumer and wage and hour class actions.

8 9. As a part of our overall firm philosophy lawyers perform community service and
9 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San
10 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer
11 Attorneys of San Diego. I have served on the Legal Aid at Work Board of Directors since 2010.
12 Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-
13 2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial
14 service as a Judge Pro Tem of the San Diego Superior Court. Partner Diana M. Khoury has
15 been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego,
16 and Consumer Attorneys of California, serving and chairing various committees through the
17 years for these organizations. From 2010 through 2015, Ms. Khoury served on the Board of
18 Directors for Consumer Attorneys of San Diego. Since 2014, Ms. Khoury has actively served
19 on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable
20 arm of the San Diego County Bar Association providing access to justice to the underserved
21 and impoverished in the San Diego County region. Partner Jeff Geraci is a past recipient of the
22 Wiley W. Manuel Award for Pro Bon Service. Our firm's pro bono victories include a
23 settlement which prohibits the City of San Diego from targeting homeless people for illegal
24 lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case
25 No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number
26 of available shelter beds in San Diego.

27 10. CKS has been certified Class Counsel in the following contested proceedings:
28 *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No. 00700810;

1 *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No.
2 RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los
3 Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
4 *HOOR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
5 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
6 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
7 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California
8 Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the
9 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
10 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
11 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*
12 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
13 30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
14 *PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets San Mateo Superior*
15 *Case No. CIV530955; Wilcox v Albertsons*, San Diego County Superior Court Case No.
16 GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
17 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland*
18 *Solutions, Inc.*, United States District Court, Southern District of California Case No.
19 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
20 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
21 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
22 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
23 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
24 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States
25 District Court, Central District of California Case No.11CV07196 (FLSA Conditional
26 Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior
27 Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San
28 Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic*

1 *Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v.*
2 *Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith*
3 *v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992;
4 STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No.
5 JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior
6 Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No.
7 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court
8 Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States
9 District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge*
10 *Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft*
11 *Heinz Foods Company*, United States District Court, Southern District of California Case No.
12 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of
13 California Case No. 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United
14 States District Court, Southern District of California Case No. 06CV1330, among others, as
15 well as being appointed Class Counsel in connection with well over 250 class action
16 settlements.

17 11. As Class and PAGA Representative Counsel, CKS has actively commenced,
18 prosecuted and concluded numerous state and federal class and representative actions. Since
19 2016, CKS has played a central role in the resolution of over 250 such cases, including the
20 following, which have received court approval: (a) *Arellano, et al. v. Container Connection of*
21 *Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon.
22 Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court,
23 Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States
24 District Court, Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T.
25 Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California, Case
26 No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles
27 County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save*
28 *Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S.

Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978, Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*,

San Francisco County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

12. Plaintiff seeks preliminary approval of a \$350,000 non-reversionary wage and hour Class Action and Private Attorneys General Act (“PAGA”) settlement for all current and former, hourly, nonexempt employees who worked for Ashley Distribution Services, Ltd. (“ADS”) any time from August 23, 2018 to September 13, 2022 (“Class Period”) or any time from April 12, 2019 to September 13, 2022 (“PAGA Period”).

13. The putative class of all non-exempt employees has an estimated 495 members¹ who worked an estimated 39,685 Workweeks during the Class Period and 448 Aggrieved Employees who worked 31,575 pay periods during the PAGA Period. Attached as **Exhibit 1** is a true and correct copy of the Class and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement” or “SA”).

14. Defendant ADS, founded in 1974, is Ashley Furniture Industries, Inc.’s transportation fleet. ADS drivers transport furniture between warehouses and stores and to customers.

15. Plaintiff Francisco Schiller was employed by ADS as a non-exempt shuttle driver, driving a shuttle between ADS facilities and picking up and delivering furniture to customers, from December 2017 through October 26, 2020.

///

¹ The estimated 495 Members include 402 driver non-exempt employees and 93 non-driver non-exempt employees. Of the drivers, 145 are PTP Drivers; 43 are Sleeper Cab Drivers; 30 are Day Cab Drivers; 19 are Shuttle Delivery Drivers; 109 are Shuttle Drivers; and 56 are Yard Drivers.

1 16. On June 15, 2020, Plaintiff commenced this Action by filing the Operative
2 PAGA Complaint seeking civil penalties under California Labor Code sections 2699, *et seq.*
3 against Defendant for its alleged failure to 1) pay minimum, regular, and overtime wages; 2)
4 provide meal periods; 3) provide rest periods; 4) provide accurate itemized wage statements; 5)
5 timely pay wages due during employment; 6) timely pay wages due upon separation of
6 employment; 7) reimburse business-related expenses; and 8) maintain accurate records.

7 17. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to
8 Defendant and the LWDA by sending the April 9, 2020 PAGA Notice.

9 18. On July 23, 2020, Plaintiff filed the Operative Class Complaint against ADS
10 seeking damages, penalties, and other appropriate relief for failure to 1) pay minimum, regular,
11 and overtime wages; 2) provide meal periods or compensation in lieu thereof; 3) provide rest
12 periods or compensation in lieu thereof; 4) provide accurate itemized wage statements; 5) timely
13 pay wages due upon separation of employment; and 6) reimburse business-related expenses,
14 resulting in 7) violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*).

15 19. On August 17, 2022, the Parties participated in an all-day mediation presided
16 over by experienced employment mediator Todd Smith, Esq. which led to the Agreement to
17 settle the Action.

18 20. Prior to mediation, Plaintiff obtained, through informal discovery, information
19 sufficient to meaningfully evaluate the claims at issue, including Plaintiff's personnel file, ADS'
20 written wage and hour policies applicable to the Class, a breakdown of Class Members by
21 position, and time and pay records for a random sample of the Class spanning August 23, 2018
22 through July 9, 2022. Plaintiff's consultant determined that the records contained 16,111
23 Workweeks to analyze, or about 40% of the Class workweeks (16,111/39,685). Thus, Plaintiff's
24 consultant applied a 2.5 multiplier to violations ascertained from the records to account for the
25 whole class (40% x 2.5 = 100%).

26 21. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
27 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot*
28 *Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130.

22. Before settlement Plaintiff had not moved for, and the Court had not granted, class certification.

23. Plaintiff also contends overtime wages were not paid at the correct regular rate. However, Plaintiff's consultant determined from sampled records that the potential value of this claim is negligible. Thus, Plaintiff does not include potential regular rate underpayments in his *Kullar* analysis. Specifically, Plaintiff's consultant determined that only 6.3% of sampled employees earned overtime and additional compensation in the same pay period, and that the potential underpayment to the entire class was a mere \$12,275 (\$4,910 identified x 2.5 to extrapolate to the class), if the consultant assumed all of the following pay codes should have been included: LDPAY Earns (PP), DPDIF Earns (PP), CONTR Earns (PP), DRPHK Earns (PP), REFSU Earns (PP), PEDPY Earns (PP), DRDAY Earns (PP), LUBH Earns (PP), LLBH Earns (PP), MGDRP Earns (PP), ODNDR Earns (PP), RSINS Earns (PP), RBSOT Earns (PP), BONUS Earns (PP), GIFTC Earns (PP), BONOT Earns (Quarterly), NDBON Earns (Quarterly), PSBON Earns (Annual).

24. Plaintiff contends that from March 21, 2020 to June 7, 2021, ADS required its non-exempt employees to undergo a health screening before allowing them to clock in for work if they passed, pursuant to its "Temperature Measurement Procedure" produced by ADS. Attached as **Exhibit 2** is a true and correct copy of the "Temperature Measurement Procedure."

25. The Procedure provides: "Individuals who refuse cooperation with these measures will not be allowed access to Ashley work environments." ADS contends Plaintiff cannot prove these screenings were done off-the-clock, that determination of this claim would be individualized, and that certification would likely not be granted given individualized issues of proof.

26. ADS contends Plaintiff cannot prove these screenings were done off-the-clock, that determination of this claim would be individualized, and that certification would likely not be granted given individualized issues of proof.

27. Plaintiff contends ADS did not provide adequate meal and rest periods and that time pressures, work demands, and a lack of ADS scheduling breaks prevented him and other

1 non-exempt employees from taking compliant meal and rest periods. Further, Plaintiff's
2 consultant determined that ADS's sampled time records showed missed, late, and short meal
3 periods without adequate premiums being paid.

4 28. ADS counters that it provided compliant written meal and rest period policies to
5 all non-exempt employees during the Class Period. Attached as **Exhibit 3** is a true and correct
6 copy of the Meal and Rest Period Policies.

7 29. ADS further counters that all driver non-exempt employees (except Yard
8 Drivers) are exempt from meal and rest period requirements under a 2018 Federal Motor Carrier
9 Safety Administration ruling because they crossed state lines, transported goods manufactured
10 outside California, and drove large commercial trucks. *See California's Meal and Rest Break*
11 *Rules for Commercial Motor Vehicle Drivers*, 83 Fed. Reg. 67470-01, (Dec. 28, 2018) (2018
12 WL 6809341 determining that California meal and rest break rules were federally preempted as
13 to commercial truck drivers).

14 30. ADS counters that individualized inquiries would be needed to determine
15 whether breaks were in fact non-compliant or whether Class Members chose to work through
16 them.

17 31. Plaintiff contends that because ADS failed to pay wages for health screenings
18 and meal and rest period premium wages, it failed to pay all final wages owed under Labor
19 Code section 203 and to issue accurate itemized wage statements under Labor Code section 226.

20 32. ADS disputes each underlying claim and contends Plaintiff cannot show any
21 violation was willful, and without a good faith belief no wages were owed, such that ADS
22 would owe these penalties.

23 33. Plaintiff contends he was practically required to use his cell phone for work and
24 that his supervisor knew this, but did not discourage him. Despite this, ADS did not reimburse
25 Plaintiff for any cell phone expenses. Attached as **Exhibit 4** is a true and correct copy of the
26 Schiller Payroll Register.

27 34. ADS counters that, through its "Wireless Communications Stipend Policy," it
28 offered a stipend for wireless communication devices for those employees whose duties

1 required their use; beyond this, ADS counters that even if this policy was not sufficient,
2 individualized issues of proof would prevent certification and prevailing at trial. Attached as
3 **Exhibit 5** is a true and correct copy of the Wireless Communications Stipend Policy.

4 35. Plaintiff also seeks PAGA penalties based on the purported violations. In
5 addition, Plaintiff seeks PAGA penalties for ADS's purported failure to maintain accurate
6 records of time worked in violation of Labor Code section 1174.

7 36. The Parties agreed to mediate with Todd Smith, Esq., a respected mediator of
8 wage and hour class actions. For mediation, ADS produced: Plaintiff's personnel file, time and
9 payroll records, and wage statements; corresponding time and payroll records for a randomized
10 sample of Class Members, with about 40% of the total Workweeks contained in the sample; all
11 ADS's written policies pertinent to the claims alleged—including as to meal and rest periods
12 and pre-shift health screenings; and job descriptions for Class Members. Plaintiff's consultant
13 analyzed the data and created a damages model.

14 37. With significant investigation, research, informal discovery, and analysis of data
15 by Plaintiff and his damages consultant completed, the Parties mediated with Mr. Smith on
16 August 17, 2022. After a full day of arms'-length negotiations, the Parties were unable to reach
17 a settlement. The Parties thereafter engaged in on-going settlement negotiations, facilitated by
18 Mr. Smith, and were eventually able to reach a settlement. An MOU was fully executed on
19 November 15, 2022 and the Agreement, presented for preliminary approval, was fully executed
20 on March 22, 2023.

21 38. ADS will pay a non-reversionary, maximum Gross Settlement Amount ("GSA")
22 of \$350,000 which includes: (a) attorneys' fees² not to exceed \$116,666.67 (1/3 of GSA), to
23 compensate Class Counsel for work performed and remaining to secure final Court approval;
24 (b) litigation costs not to exceed \$20,000.00; (c) Class Representative Service Payment of
25 \$10,000.00 to Plaintiff Francisco Schiller, for work as Class Representative, risks undertaken
26 for costs if the case had not successfully concluded, and benefits conferred on the Class; (d)
27

28 ² Plaintiff consented in writing to the 50%/50% division of attorneys' fees between Cohelan
Khouri & Singer and Sahag Majarian II.

1 PAGA Payment of \$17,500.00 [\$13,125.00 to LWDA (75%)/\$4,375.00 to Aggrieved
2 Employees (25%)] and (e) Settlement Administration costs currently estimated at \$10,000 (and
3 not to exceed \$15,000.00). ADS will pay the employer's payroll taxes in addition to the GSA.

4 39. After approved deductions, the estimated \$175,833.33³ Net Settlement Amount
5 ("NSA") will be distributed to Participating Class Members. Individual Class Payments will be
6 calculated based on the number of Workweeks that each Participating Class Member worked.
7 Class Members will receive an estimated \$4.43 for each Workweek worked during the Class
8 Period (\$175,833.33/39,685 Workweeks), with an average Individual Class Payment of \$355.22
9 (\$175,833.33/495 Class Members). Settlement payments are characterized as 20% unpaid
10 wages (W-2), 40% unpaid interest (Form 1099), and 40% as alleged statutory and civil penalties
11 (Form 1099).

12 40. The Settlement distribution is fair and reasonable, does not give preferential
13 treatment to any Class Member, can be made from data readily available from ADS, and the
14 Administrator can apply the formula fairly and transparently.

15 41. CPT will search the National Change of Address database, update Class
16 Members' addresses, and mail the Notice of Settlement to each Class Member. Attached as
17 **Exhibit 6** is a true and correct copy of the Notice of Class Action Settlement ("Class Notice").

18 42. The Class Notice explains how to challenge the basis of an Individual Settlement
19 Payment; object or opt out; the release to be given; date of Final Approval hearing; how to get
20 further information; and that no claim form is necessary.

21 43. All Participating Class Members release Released Parties from all class claims
22 pled or which could have been pled based on the factual allegations contained in the Operative
23 Class Complaint which occurred at any time from August 23, 2018 to September 13, 2022
24 including, but not limited to claims under California Labor Code sections 201, 202, 203, 204,
25 210, 218.6, 226, 226(a), 226.3, 226.7, 256, 510, 512, 515, 558(a), 1174, 1174.5, 1175, 1194,
26 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2810.5, and expressly excluding all

27 ³ \$350,000 GSA - \$116,666.67 attorneys' fees - \$20,000 litigation costs - \$10,000 Class
28 Representative Service Payment - \$17,500 PAGA Payment - \$10,000 Settlement
Administration Costs.

1 other claims, including claims for vested benefits, wrongful termination, unemployment
2 insurance, disability, social security, workers' compensation, and class claims outside of the
3 Class Period. The time period of this release is August 23, 2018 to September 13, 2022.

4 44. All Class Members who are Aggrieved Employees are deemed to release all
5 PAGA claims pled or which could have been pled based on the factual allegations contained in
6 the Operative PAGA Complaint and PAGA letter sent by Plaintiff that occurred at any time
7 from April 12, 2019 to September 13, 2022 that stated violations of California Labor Code
8 sections 201, 202, 203, 204, 210, 218, 226, 226(a), 226.3, 226.7, 256, 510, 512, 558(a), 558.1,
9 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, 2810.5, and 2698, *et*
10 *seq*, as to the Aggrieved Employees and expressly excluding all other claims, including claims
11 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
12 workers' compensation, and PAGA claims outside of the PAGA Period. The time period for
13 this release is April 12, 2019 to September 13, 2022.

14 45. In deciding whether to approve a proposed class action settlement the Court must
15 find a proposed settlement is "fair, adequate and reasonable." *Dunk*, 48 Cal.App.4th at p. 1801.
16 A proposed settlement is presumed fair where: (1) parties settle after extensive arms'-length
17 negotiations; (2) sufficient investigation and discovery allow counsel and the Court to act
18 intelligently; (3) counsel is experienced; and, (4) the percentage of objectors is small. *Id.*, at p.
19 1802. Here, the first three *Dunk* factors are met, so the settlement is presumably fair. The fourth
20 *Dunk* factor, percentage of objectors, cannot be known until the Class has notice and
21 opportunity to respond.

22 46. The Settlement was reached through arm's-length negotiations facilitated by
23 Todd Smith, Esq., an experienced and respected mediator. Though cordial and professional,
24 negotiations were at all times adversarial and non-collusive.

25 47. Plaintiff's Counsel investigated all claims and defenses before filing. When the
26 Parties agreed to mediation, Plaintiff requested, and Defendant produced, all data and
27 documents needed to assess liability and calculate Class-wide damages.

28 ///

1 48. Investigation and informal discovery gave the Parties a clear understanding of
2 their strengths and weaknesses before negotiations. *See Munoz v. BCI Coca-Cola Bottling Co.*
3 *of Los Angeles* (2010) 186 Cal. App. 4th 399, 410 (approving settlement where “considerable
4 information [exists] from which to assess the strength of the class claims” and litigation risks).

5 49. Proof of wage and hour class claims is based, at any stage, almost entirely on
6 written policies, class member and workweek numbers, and time and pay records. Plaintiff’s
7 counsel obtained those records, and an expert analyzed them and prepared a damage model
8 before a settlement was negotiated.

9 50. Plaintiff’s Counsel have significant experience in wage and hour employment
10 class actions.

11 51. ADS’s counsel, Lonnie D. Giamela, Esq. of Fisher & Phillips LLP is a skilled
12 lawyer, with significant class action experience, who defended ADS vigorously at all stages.⁴

13 52. Experienced counsel believe the Settlement is fair, reasonable, and in the Class’s
14 best interest in light of the monetary recovery, risks of certification, summary adjudication, the
15 lengthy process of establishing damages, and uncertainty of appeals.

16 53. The view of attorneys actively conducting the litigation “is entitled to significant
17 weight” in settlement approval. *Fisher Bros. v. Cambridge Lee Industries, Inc.* (E.D. Pa. 1985)
18 630 F.Supp. 482, 488. The Settlement satisfies the three *Dunk* requirements, should be
19 presumed fair, adequate and reasonable, and preliminarily approved.

20 54. Class Counsel reviewed all relevant policies and relied on similar data as in
21 *Munoz*. Plaintiff’s consultant analyzed voluminous data and documents, and calculated Class-
22 wide damages.

23 55. For these calculations, Plaintiff’s consultant analyzed time and pay data for
24 16,116 Workweeks and determined the average hourly rate of pay was \$17.14 (with an overtime
25 rate of \$25.71).

26 ///

27 _____
28 ⁴ During this litigation, ADS was also represented by skilled attorneys Devin Rauchwerger,
Esq. and Evan Kroll, Esq., formerly of Fisher & Phillips, LLP.

56. The \$350,000 GSA is fair and reasonable given that it represents approximately 83% of the \$421,024 rationally discounted damages based on the claims alleged (exclusive of PAGA Penalties).⁵

57. Multiplying approximately five minutes per shift (the average) for allegedly unpaid temperature screening time by the number of shifts worked from March 21, 2020 to June 7, 2021 (the “Screening Period”) yields damages of \$108,676 [69,450 shifts⁶ x 5 minutes, or 0.083 hours = 5,764 hours. Assuming four-fifths of this time was regular time and one-fifth was overtime,⁷ the calculation is: \$79,032 (fourth-fifths of the hours, or 4,611 hours x \$17.14) + \$29,644 (one-fifth of the hours, or 1,153 hours x \$25.71) = \$108,676]. Given the difficulty in certifying and prevailing on this off-the-clock claim, Plaintiff believed the reasonable value of this claim was 20% of maximum exposure, or **\$21,735**.

58. In the time sample ADS provided, covering 16,116 Workweeks, Plaintiff’s consultant identified 8,507 shifts over five hours without a first recorded meal break (missed), 22,296 first meal periods recorded after the fifth hour (late), and 7,439 first meal periods less than 30 minutes (short), totaling 38,242 violations. Plaintiff’s consultant extrapolated this sample data to the group, extrapolating 95,605 violations (38,242 identified violations x 2.5 multiplier to extrapolate to class). Plaintiff’s consultant identified only 512 meal period premiums paid, and extrapolated this sample to 1,280 (512 x 2.5). Offsetting the violations with the premiums yields a net 94,325 uncompensated violations. Multiplying the total number of unique meal period violations by the hourly pay rate yields unpaid meal period premium

⁵ \$21,735 (unpaid minimum and overtime wages) + \$161,673 (meal period premium wages) + \$68,020 (rest period premium wages) + \$78,938 (wage statement penalties) + \$81,535 (waiting time penalties) + \$9,123 (cell phone expense reimbursement) = \$421,024.

⁶ The Class Period of April 12, 2019 to September 13, 2022 is 1,250 days. The Screening Period of March 21, 2020 to June 7, 2021 is 443 days. Thus, the Screening Period is approximately 35% of the Class Period (443/1250=0.35). 39,685 Class Period workweeks x 0.35 equals 13,890 workweeks during the Screening Period. Plaintiff’s consultant determined that on average 5.0 shifts were worked per workweek. Thus, the Screening Period contains approximately 69,450 shifts (13,980 workweeks x 5.0 shifts per workweek).

⁷ Plaintiff’s consultant calculated an average shift length of 9.4 hours. Given this, Plaintiff assumes that at least in some weeks, Class Members had worked over 40 hours before they began their fifth shift of the week, entitling them to overtime for the screening time on this fifth shift of the week.

1 damages of \$1,616,731 (94,325 violations x \$17.14).

2 59. Plaintiff estimated realistic exposure was no more than 10% of this maximum,
3 given ADS's defenses that it had a compliant written meal period policy, most of the class was
4 exempt from meal period requirements, and that ADS could raise individualized defenses to
5 liability which could prevent certification or a finding of liability. Thus, Plaintiff believed the
6 reasonable value of this claim was **\$161,673** (\$1,616,731 x 10%).

7 60. Assuming one rest period violation per Workweek, Plaintiff's consultant
8 calculated rest period premium damages of \$680,200 (39,685 Workweeks x 1 violation per
9 Workweek x \$17.14). The potential value of this claim was discounted substantially, however,
10 given the challenges of proving when each Class Member missed a rest period, that ADS claims
11 most of the class is exempt from rest period requirements, and that certifying a rest period claim
12 would be difficult, especially given ADS's purportedly compliant written rest period policy.
13 Given these issues, Plaintiff believed the reasonable value of this claim was 10% of maximum
14 exposure, or **\$68,020**.

15 61. Multiplying 31,575 Pay Periods going back one year from the date of filing, by
16 the initial violation rate⁸ of \$50, Plaintiff's consultant determined maximum *wage statement*
17 *penalty* exposure of \$1,578,750.

18 62. Multiplying the 314 separated employees during the three-year statutory period
19 by their average daily wage for thirty days, Plaintiff's consultant determined maximum *waiting*
20 *time penalty* exposure of \$1,630,696 [314 separated employees x \$173.11 average daily wage⁹ x
21 30 days].

22 63. Plaintiff estimated probability of prevailing for each claim at no more than 5%,
23 given the risks the underlying violations would not be proven, that ADS would raise a good
24 faith defense to each claim, and that Plaintiff would not prevail at certification and trial.

25 _____
26 ⁸ See, e.g. *violations Robinson v. Open Top Sightseeing S.F.* (N.D. Cal. Feb. 14, 2018) 2018
27 U.S. Dist. LEXIS 24556, at *53 (holding the initial violation rate under Labor Code section 226
28 should apply any time before the employer is notified of the violations).

⁹ Records revealed an average shift length of 9.4 hours and an average hourly wage of \$17.14,
with an overtime wage of \$25.71. [\$137.12 (8 hours x \$17.14) + \$35.99 (1.4 hours x \$25.71) =
\$173.11].

Discounted realistic exposures were thus calculated as \$78,938 in wage statement penalties and \$81,535 in waiting time penalties.

64. Plaintiff estimated \$10 per month per employee for unreimbursed cell phone expenses was owed. *See, e.g. Murillo v. Target Corp.*, 2023 U.S. Dist. LEXIS 121533, *27 (Court not disapproving CAFA removing defendant assuming \$10 per month owed in cell phone reimbursements). Maximum exposure for this claim was calculated at \$91,230 (9,123 months¹⁰ in Class Period x \$10.00). Given that ADS has a reimbursement stipend policy, and given the need for individualized inquiries as to employees' monthly cell phone bill amounts and the amount of time spent using their personal cell phones for work if at all and whether ADS knew of each employer's cell phone use, Plaintiff believed reasonable exposure was no more than 10% of this maximum, or \$9,123.

65. Based on ADS's data, there were an estimated 31,575 weekly pay periods during the PAGA Period. Using initial violation rates¹¹ maximum penalties were estimated at \$16,544,700, for seven violations: Sec. 1194 (minimum wages) – \$3,157,500 (31,575 x \$100); Sec. 510 (overtime) – \$3,157,500 (same); Sec. 226.7 (meal) – \$3,157,500 (same); Sec. 226.7 (rest) - \$3,157,500 (same); Sec. 226 (wage statements)– \$3,157,500¹² (same); Sec. 203 (final pay) for 314 formers - \$31,400 (314 formers x \$100 for final pay period); Sec. 2802 (expense reimbursement) - \$725,800 (31,575/4.35 workweeks/month, assuming monthly reimbursement = 7,258 x \$100 = \$725,800).

66. Plaintiff considered that the maximum value of the PAGA penalties could be capped at \$3,157,500 given that stacking of penalties may not be allowed. *See, e.g. Merante v. Am. Inst. for Foreign Study, Inc.* (2022) 2022 U.S. Dist. LEXIS 131833, *18 ("This Court has previously noted that California Law is unsettled as to whether PAGA penalties may be stacked,

¹⁰ 39,685 Workweeks divided by 4.35 Workweeks per month equals 9,123 months.

¹¹ Initial violation rates were used because "courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code." *Vieyara-Flores v. Sika Corp.* (C.D. Cal. 2019) 2019 U.S. Dist. LEXIS 98081, *13.

¹² The default penalty of \$100 per pay period should apply, not the \$250 per pay period penalty, when the employer does furnish a wage statement, but it is inaccurate. *See Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal. App. 5th 334, 355.

1 and has observed that in the absence of binding appellate decision on this issue, courts have
2 gone in different directions”) (finding \$100,000 settlement allocation to PAGA with a stacked
3 maximum PAGA value of \$37 million “within the range of reasonableness”).

4 67. Realistic exposure was further discounted to no more than 5% of the unstacked
5 value, or \$157,875 based on the following considerations: Even if the PAGA claim is viable,
6 there were risks Plaintiff would not prove the underlying violations; and, if proven, the Court
7 has authority to reduce penalties, as long as not to “zero.” *Thurman v. Bayshore Transit*
8 *Management, Inc.* (2012) 203 Cal. App. 4th 1112, 1135; *Carrington v. Starbucks Corp.* (2018)
9 30 Cal. App. 5th 504, 517 (Plaintiff requested “nearly \$70 million in penalties;” trial court’s
10 \$150,000 award upheld on appeal).

11 68. Plaintiff gave serious consideration to all facts and arguments and concluded the
12 Settlement is fair and reasonable. The Gross Settlement Amount represents approximately 83%
13 of the reasonable value of the Class claims. The proposed settlement is well within the
14 “ballpark” of reasonableness.

15 69. The \$17,500 PAGA settlement will be paid \$13,125 (75%) to the LWDA and
16 \$4,375 (25%) to Aggrieved Employees. Where PAGA penalties are negotiated in good faith,
17 with “no indication [the] amount was the result of self-interest at the expense of other Class
18 Members,” such amounts are considered reasonable. *Hopson v. Hanesbrands Inc.*, Case No. 08-
19 00844, (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900, at *24.

20 70. The \$17,500 PAGA allocation, representing five percent of the GSA, is well
21 within the range approved by California courts. See *Alcala v. Meyer Logistics, Inc.* (C.D. Cal.
22 June 17, 2019) 2019 LEXIS 166879, *26 (PAGA penalties 1.25% of settlement reasonable,
23 “falls within the zero to two percent range for PAGA claims approved by courts.”); *In re M.L.*
24 *Stern Overtime Litig.* (S.D. Cal. Apr. 13, 2009) 2009 LEXIS 31650, *1 (PAGA settlement of
25 2%).

26 71. The LWDA was served with the motion for approval when filed. Attached as
27 **Exhibit 7** is a true and correct copy of the LWDA Confirmation of Receipt.

28 ///

1 72. When an ascertainable and sufficiently numerous class exists, with a well-
2 defined community of interest, and class litigation is superior to alternate means, certification is
3 appropriate. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1021.
4 Ascertainability is determined by examining class definition, size, and means for identifying
5 class members. *Reyes v. Bd. of Supervisors* (1987) 196 Cal. App. 3d 1263, 1271. The Class is
6 ascertainable from ADS's records, and is so numerous joinder would be impracticable at 495
7 members.

8 73. Plaintiff alleges the Class of non-exempt employees was subject to the same
9 written ADS policies, underwent the same screenings without payment, and suffered
10 measurable short, late, and missed meal periods without premiums paid, among other violations,
11 which led to insufficient wage statements and final wages. Where the same alleged conduct
12 forms the basis for Plaintiff and class claims, it is common for settlement purposes.

13 74. Plaintiff can and will continue to protect the interests of the Class. Plaintiff
14 accepted the risks of serving as a class representative, spent significant time assisting in the
15 prosecution of the action, and placed the interest of the class above his own.

16 75. Plaintiff's attorneys are qualified to conduct the litigation and Plaintiff's interests
17 are not antagonistic to the interest of the Class.

18 I declare under the penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct and that this declaration is executed on September 12, 2023 in, San
20 Diego, California.

21
22 

23 Michael D. Singer
24
25
26
27
28

EXHIBIT 1

AGREEMENT

This Class and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiff Francisco Schiller (“Plaintiff”) and defendant Ashley Distribution Services, Ltd. (“Defendant”)—collectively “the Parties”. The Parties intend this Agreement to be admissible and binding under California Code of Civil Procedure section 664.

1. DEFINITIONS.

- 1.1. “Action” means 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.
- 1.2. “Administrator” means CPT Group, Inc.
- 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 PAGA Period.
- 1.5. “Class” means 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.
- 1.6. “Class Counsel” means Michael D. Singer and Rosemary C. Khoury of Cohelan Khoury & Singer and Sahag Majarian II of Law Offices of Sahag Majarian II.
- 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 “Notice of Proposed Class Action Settlement”, to be mailed to Class Members attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means August 23, 2018 to September 13, 2022.
- 1.13. “Class Representative” means Francisco Schiller.
- 1.14. “Class Representative Service Payment” means the up to \$10,000 to the named Class Representative for initiating and prosecuting the Action.
- 1.15. “Court” means the Superior Court of California, County of San Bernardino.
- 1.16. “Defendant” means Ashley Distribution Services, Ltd.
- 1.17. “Defense Counsel” means Lonnie D. Giamela and Evan Kroll of Fisher & Phillips, LLP.
- 1.18. “Effective Date” means 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.

- 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 Three-Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000) which is the total amount Defendant agrees to pay under this Agreement. In no event shall Defendant be obligated to pay more than the Gross Settlement Amount except as provided in Paragraphs 4.3 and 8 below. The Gross Settlement Amount will be used to pay (i) Individual Class Payments, (ii) Individual PAGA Payments, (iii) the LWDA PAGA Payment, (iv) Class Counsel Fees, (v) Class Counsel Litigation Expenses, (vi) Class Representative Service Payments, (vii) and the Administration Expense Payment.
- 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 percent of the PAGA Penalties, calculated according to the number of Pay Periods 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.
- 1.27. “LWDA PAGA Payment” means the 75 percent of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts approved by the Court: (i) Individual PAGA Payments, (ii) the LWDA PAGA Payment, (iii) the Class Representative Service Payment, (iv) Class Counsel Fees Payment, (v) Class Counsel Litigation Expenses Payment, and (vi) 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 April 12, 2019 to September 13, 2022.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s April 9, 2020 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties (\$17,500) to be paid from the Gross Settlement Amount, allocated 25 percent to the Aggrieved Employees (\$4,375) and the 75 percent to the LWDA (\$13,125) 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. “Plaintiff” means Francisco Schiller.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means claims released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means claims released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means Ashley Distribution Services, Ltd. and its parents, subsidiaries, officers, shareholders, members, directors, agents, attorneys, employees, and insurers.
- 1.41. “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.
- 1.42. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members 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 or her 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.

- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “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 15, 2020, Plaintiff commenced this Action by filing the Operative PAGA Complaint seeking civil penalties under California Labor Code § 2699 *et seq.* against Defendant for its alleged failure to 1) pay minimum, regular, and overtime wages; 2) provide meal periods; 3) provide rest periods; 4) provide accurate itemized wage statements; 5) timely pay wages due during employment; 6) timely pay wages due upon separation of employment; 7) reimburse business-related expenses; and 8) maintain accurate records.
- 2.2. On July 23, 2020, Plaintiff filed the Operative Class Complaint against Defendant seeking damages, penalties, and other appropriate relief against Defendant for its alleged failure to: 1) pay minimum, regular, and overtime wages; 2) provide meal periods or compensation in lieu thereof; 3) provide rest periods or compensation in lieu thereof; 4) provide accurate itemized wage statements; 5) timely pay wages due upon separation of employment; and 6) reimburse business-related expenses, resulting in 7) violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*).
- 2.3. As to the Operative Complaints, Defendant denies the allegations and any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the April 9, 2020 PAGA Notice.
- 2.5. On August 17, 2022, the Parties participated in an all-day mediation presided over by experienced employment mediator Todd Smith, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, information sufficient to meaningfully evaluate the claims at issue, including applicable policy documents and a sample of time and pay records for the Class. Plaintiff’s investigation was sufficient to satisfy

the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.7. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay the total amount of Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00). Defendant has no obligation to pay the Gross Settlement Amount 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 Order and Judgement:

3.2.1. To Plaintiff: Class Representative Service Payment of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three and one third percent (33 1/3%) of the Gross Settlement Amount (i.e., One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff 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 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 Plaintiff's Counsel arising from any claim to any portion of the 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 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) 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 \$15,000.00, 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. The remaining Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties with Forty percent (40%) being allocated to interest and Forty percent (40%) being allocated to 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 Seventeen Thousand and Five-Hundred Dollars and Zero Cents (\$17,500.00) to be paid from the Gross Settlement Amount, with 75% (i.e., Thirteen Thousand and One-Hundred Twenty-Five Dollars and Zero Cents (\$13,125.00)) allocated to the LWDA PAGA Payment and 25% (i.e., Four Thousand Three Hundred and Seventy-Five Dollars and Zero Cents (\$4,375.00)) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$4,375.00) 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.

3.2.5.2. 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 approximately 495 Class Members who collectively worked a total of 39,685 Workweeks, and 448 Aggrieved Employees who worked a total of 31,575 PAGA Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will 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. Nothing in this confidentiality provision shall be construed or work to preclude Class Counsel from performing their fiduciary duties to the Class. 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, no later than fifteen (15) days after the Effective Date. Defendant will be responsible for the employer's share of payroll taxes, separate and apart from the Class

Fund.

4.4. Payments from the Gross Settlement Amount. Within fourteen (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 USPS forwarding address. Within seven (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 California Code of Civil Procedure § 384(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, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release.

5.1.1.1. Plaintiff irrevocably and unconditionally waives, releases, and forever discharges the Released Parties and their respective predecessors, successors, all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, and parents, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, insurers, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, and trustees from any and all claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages

(including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever, asserted in or that could have been asserted against any of the Released Parties.

5.1.1.2. Plaintiff also fully and completely waives, releases, and forever discharges the Released Parties from any and all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever that Plaintiff may have against any or all of the Released Parties arising out of Plaintiff's employment with Defendant, the separation of Plaintiff's employment with Defendant, or any other fact, condition, circumstance, or occurrence whatsoever up to and including the Effective Date of this Agreement, whether known or unknown, suspected or concealed, and whether presently asserted or otherwise, including, but not limited to, all claims that any or all of the Released Parties:

- violated public policy or common law (including, but not limited to, claims for assault, battery, negligent hiring, retention or supervision, negligent, reckless, or intentional infliction of emotional distress, breach of contract, intentional or tortious interference with contract or business relations, fraud, misrepresentation, conversion, promissory estoppel, detrimental reliance, wrongful termination, retaliatory discharge, personal injury, defamation, libel, slander, negligence, invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or

- violated Defendant's personnel policies, procedures, or handbooks, any covenant of good faith and fair dealing, or any purported contract of employment, express or implied, between Plaintiff and Defendant; or
- failed to provide Plaintiff with any benefits pursuant to the terms of any employee benefit plan maintained, administered, sponsored, funded and/or paid, in whole or in part, by Defendant, violated the terms of any such employee benefit plan, breached any fiduciary obligation with respect to such plan, or discriminated against Plaintiff for the purpose of preventing Plaintiff from obtaining benefits pursuant to the terms of any such plan, or in any way violated any provision of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; or
- retaliated against or discriminated against Plaintiff on the basis of sex (including sexual harassment), race, ethnicity, color, national origin, ancestry, religion, disability, handicap, age, veteran status, sexual orientation, marital status, parental status, source of income, or any other basis in violation of any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions or otherwise violated any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions, including Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000, *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, *et seq.*, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, the Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), and the Family and

Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, *et seq.*;
or

- violated any city, local, state, or federal wage and hour laws, statutes, ordinances, executive orders, or regulations, including but not limited to, those related to hours worked, overtime, rest periods, meal periods, business reimbursement, and uniforms.

5.1.2. This release, contained in Paragraph 5.1.1., in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of obligations herein designated. The release contained above specifically excludes any and all claims for workers' compensation benefits. The release contained above specifically includes Plaintiff's retaliation complaint filed with the California Department of Industrial Relations, Labor Commissioner's Office, Retaliation Complaint Investigation Unit, State Case No. RCI-CM-809947. Further, nothing in this release shall release claim(s) that cannot be released as a matter of law..

5.1.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California 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 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.

- 5.3. Release by Class Members Who Are Aggrieved Employees: 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.

6. MOTION FOR PRELIMINARY APPROVAL.

Class Counsel agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1. 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 § 2699(f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) signed declaration from Plaintiff confirming his willingness and competency to serve as Class Representative; (v) 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 (Labor Code § 2699.3(a)), Operative PAGA Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code §

2699(l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

- 6.2. Responsibilities of Counsel. Class Counsel will be responsible for finalizing and filing the Motion for Preliminary Approval no later than sixty (60) 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 Order to the Administrator.
- 6.3. 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 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 to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 §

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, Aggrieved Employees, 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 fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“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 Individual PAGA Payment (if applicable) 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 three (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 fourteen (14) days beyond the forty-five (45) 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 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 fourteen (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 forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (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 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 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 will still receive an Individual PAGA Payment, notwithstanding their Request for Exclusion from the Class portion of the Settlement.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional seven (7) 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 in writing via fax or mail. The Administrator must request that the challenging Class Member 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 as to the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members (i.e., Class Members who do not submit valid and timely Requests for Exclusion) 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. Aggrieved Employees have no right to object to the PAGA portion of the Settlement.

7.7.2. For any Participating Class Member to object, the Class Member must send written objections to the Administrator, signed by the Class Member, by fax or mail, no later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional seven (7) days for Class Members whose Class Notice was re-mailed). The Settlement Administrator shall send all objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

7.7.3. Non-Participating Class Members (i.e., Class Members who submit valid and timely Requests for Exclusion) have no right to object to any of the class action components of the Settlement.

7.7.4. Aggrieved Employees shall have no right to object to the PAGA portion of the Settlement and shall be bound by the Release of claims identified in Paragraph 5.3 of this Agreement.

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. 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.2. 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.
- 7.8.3. 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.
- 7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is 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.

7.8.5. Final Report by Settlement Administrator. Within ten (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 fifteen (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

It is estimated that during the Class Period there were approximately 495 Class Members who worked approximately 39,685 Workweeks. The aforementioned numbers are based on data through July 9, 2022. Should the number of Workweeks through July 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 ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, 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 (30) 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 sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff 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 § 2699(*l*), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer 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 (5) 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 Payments, 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 reflected 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 Payments 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 § 384, the Parties will work together in good faith to jointly submit and 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 Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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 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 Plaintiff reserves 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. Plaintiff, 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. Plaintiff, 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, any with 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 Plaintiff 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 Plaintiff, 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 § 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 rule of court. Not later than ninety (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, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 12.15. 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.
- 12.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (i.e. DocuSign) or by 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.

- 12.17. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON FOLLOWING PAGE]

Plaintiff & Class Representative:

Dated: 3/6/2023, 2023

By: _____

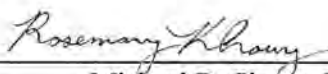

Francisco Schiller

Plaintiffs' Counsel:

Dated: March 6, 2023

COHELAN KHOURY & SINGER

By: _____


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

Defendant:

Dated: March 15, 2023

ASHLEY DISTRIBUTION SERVICES, LTD.

By: _____

Stephen B. Calkins
Print Name


Signature

Chief Legal + Admin. Officer
Title

Defendant's Counsel:

Dated: March 22, 2023

FISHER & PHILLIPS, LLP

By: _____


Lonnie D. Giamela, Esq.
Evan Kroll, Esq.
Attorneys for Defendant

EXHIBIT 2



APPENDIX A: Temperature Measurement Procedure

Document Number: [PANDO0320-01]
Effective Date: [03.18.2020]
Revision Date: 00.00.0000
Revision No. Rev [0]
Prepared By: Corporate Health, Safety & Security
Owner: VP, Corporate Health, Safety & Security
Approved: CEO, Pandemic Leadership Council

INTRODUCTION:

PURPOSE: The intent of this policy is to govern procedures applicable to conducting local temperature checks on facility employees, staffing personnel, and contractors during an existing or potential outbreak of a highly contagious virus. The procedure described in this policy may only be implemented with the approval of the company's Pandemic Leadership Council, including the CEO. Controlling access to work environments during a pandemic may help reduce exposure risk.

As part of the access control plan, individuals must undergo illness screening to determine if any fever or other visible symptoms are present to those conducting the initial review. Screening includes temperature measurement and symptom/exposure review. Individuals who refuse cooperation with these measures will not be allowed access to Ashley work environments.

Requirements for screening area:

1. Each facility shall designate a screening point for employees prior to the start of their work shift.
2. Employees shall clock in.
3. A second screening point shall be designated for confidentiality of those that have elevated body temperature above the threshold.

Individuals to be Screened:

Population includes: Employees, applicants, vendors, 3rd party delivery drivers/helpers and contractors

Excludes: Drivers (those bringing in loads and dropping off/exchanging and picking up without entering the facility) and customers.

Employee/Applicant/Vendor/Contractor:

1. Employees shall line up in the designated meeting area
2. Maintain a minimum of 2 meter (6 feet) between people waiting to be screened.
3. Individuals who refuse cooperation with these measures will not be allowed access to Ashley property.

Screeners:

Security Classification: PROPRIETARY	Master files are stored electronically and are available upon request	Printed copies are for reference only.	Printed copies are uncontrolled!	Page 1 of 4
--	---	--	---	-------------



APPENDIX A: Temperature Measurement Procedure

Document Number: [PANDO0320-01]
Effective Date: [03.18.2020]
Revision Date: 00.00.0000
Revision No. Rev [0]
Prepared By: Corporate Health, Safety & Security
Owner: VP, Corporate Health, Safety & Security
Approved: CEO, Pandemic Leadership Council

PPE shall be donned by trained health/safety, human resources or other designated member appointed by leadership. Avoid any physical contact and stay out of direct contact from the breathing zone during the brief screening process.

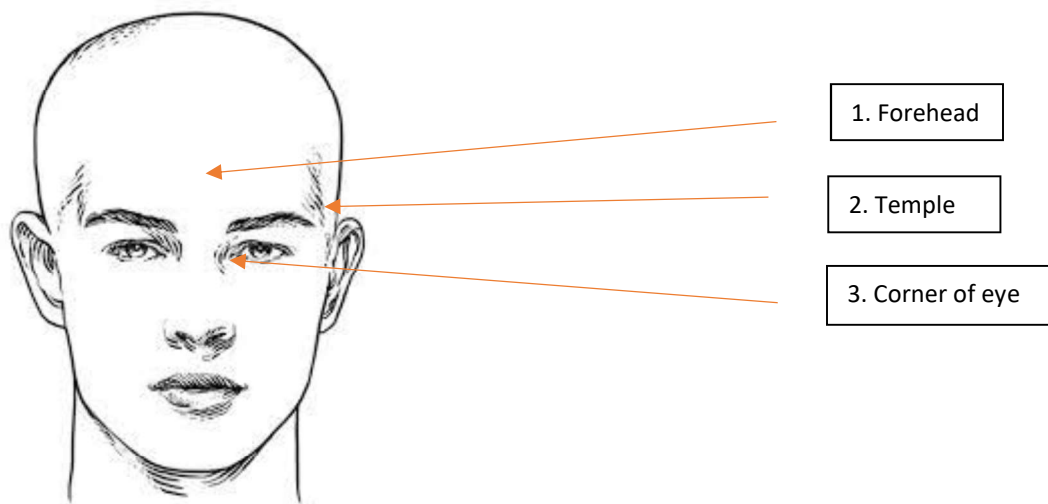
1. Screeners apply the PPE in the order noted:

- N95 mask (refer to training on how to proper don)
- Goggles
- Nitrile gloves

4. Check the individual's temperature, using the method selected for the workplace.

5. Thermometer guns process:

- a. Screeners shall use the gun as directed by manufacturer
- b. Have the person stand still and remove any hats or obstructions from forehead/temple.
- c. **Take a temperature reading of the 1. Forehead only at a distant directed by manufacturer of the thermometer.** If temperature is less than 100 degrees F or 37.8 degrees C, the employee or other approved visitor shall proceed into the worksite.





APPENDIX A: Temperature Measurement Procedure

Document Number: [PANDO0320-01]
Effective Date: [03.18.2020]
Revision Date: 00.00.0000
Revision No. Rev [0]
Prepared By: Corporate Health, Safety & Security
Owner: VP, Corporate Health, Safety & Security
Approved: CEO, Pandemic Leadership Council

- d. If the temperature is 100 degrees F or 37.8 degrees C or above, a second reading will be done using the same process as above.
 - e. If still 100 degrees F or 37.8 degrees C and above, a 3rd reading (preferably in a separate confidential area) will be taken by a different thermometer gun to confirm accuracy of readings. Take a temperature reading of the 1. forehead, 2. temple and 3. corner of the eye (most accurate) at --- inches from the skin. Avoid any contact. If still above the employee will be asked to leave and contact their health provider for future medical guidance on next steps.
2. Individuals with either of the following conditions will not be permitted entry into the workplace:
- temperature at or above 100 degrees F or 37.8 degrees C after the 3rd test
 - symptoms of illness, including cough, sneezing or shortness of breath or
 - had contact or possible contact with someone with influenza (someone who has symptoms including cough, sneezing, shortness of breath or any unexplained illness) in the past 14 days

If an employee is traveling from an area meeting the current travel risks as defined by government authorities they must self-quarantine for 14 days.

Recording:

Documentation of elevated temperatures above the threshold outlined above shall be recorded with date, time, temperature, screener in the technology provided. Employees results shall be notified confidentially to the Human Resources representative to determine next steps.

Employees with elevated temperature:

Employees should go home and monitor their temperature and call their healthcare provider for further instructions while limiting person to person contact until further instructions are given regarding their symptoms. They should follow-up with their local Human Resource representative for next steps.

After screening each group or individuals:

Step 1: Store thermometer gun in designated area for next use. Disinfect if potentially exposed to sneezing or other potentially contaminated material.

Security Classification: PROPRIETARY	Master files are stored electronically and are available upon request	Printed copies are for reference only.	Printed copies are uncontrolled!	Page 3 of 4
--	---	--	---	-------------



APPENDIX A: Temperature Measurement Procedure

Document Number: [PANDO0320-01]
Effective Date: [03.18.2020]
Revision Date: 00.00.0000
Revision No. Rev [0]
Prepared By: Corporate Health, Safety & Security
Owner: VP, Corporate Health, Safety & Security
Approved: CEO, Pandemic Leadership Council

Step 2: Remove goggles and take care not to touch your eyes, mouth or nose. Clean goggles with wipes, ready to use disinfectant solution or diluted bleach solution, as needed depending upon potential contact with others. Allow to air dry after rinsing with water.

Step 3: Carefully remove mask and store in a sealed bag for reuse, if not soiled or potentially exposed from sneezing or other exposure.

Step 4: Remove gloves by pulling from the wrist until the glove is inside out. Use the same hand with the clean inside portion to pull the other hands glove from the wrist and dispose of them both in the trash receptacle.

Step 5: Wash hands thoroughly with soap and warm water for a minimum of 20 seconds and then apply hand sanitizer, if available.

Training for Screeners:

1. Use of temperature gun
2. Use of proper PPE (Facemasks, goggles and gloves)
3. Proper disposal of PPE
4. Cleaning of PPE, if applicable

Security Classification: PROPRIETARY	Master files are stored electronically and are available upon request	Printed copies are for reference only.	Printed copies are uncontrolled!	Page 4 of 4
--	--	---	---	--------------------

EXHIBIT 3

5. Tardy or Leaving Early

An employee is considered tardy when they are late for the scheduled starting time of their shift, unless the reason for the tardy is protected by applicable law. When attendance occurrences are counted a Tardy or a Leave Early counts as one third of a day absent. A tardy becomes considered a full day absence when an employee is 240 minutes or more late for the start of their shift. The same applies to leaving early as it relates to the amount of time an employee may leave prior to the conclusion of their scheduled shift.

In the case of a shift scheduled to be 8 hours or less in duration:

If an employee is late or leaves early for more than one half of the shift it is considered a full attendance occurrence. If the employee leaves early or is tardy for less than one half of the shift the time away is considered as one third of an attendance occurrence.

6. Overtime (Voluntary or Mandatory)

All aspects of the attendance policy apply when employees are scheduled to work overtime or volunteer for overtime and are absent from work.

MEAL PERIODS

The Company provides an unpaid meal period of 30 minutes to employees who work more than 5 hours a day. Employees who work no more than 6 hours in a day can elect to voluntarily waive their meal periods. In order to waive a meal break, the employee must complete a Meal period Waiver form. For employees scheduled to work more than 10 hours in a day, a second 30-minute meal period will be provided unless the employee works not more than 12 hours and voluntarily elects to waive the second meal period using the Second Meal Period Waiver form. During meal periods, employees are prohibited from performing any work and may leave the premises. Employees with questions or concerns about this policy should contact their Human Resources Representative. Employees who fail to abide by this policy will be subject to corrective action.

REST BREAKS

The Company provides a paid rest break of 10 minutes to non-exempt employees for every 4 hours worked in a workday or major fraction thereof. For example, employees are entitled to one rest period for shifts from three and one-half to six hours in length, two rest periods for shifts of more than six hours up to 10 hours, three rest periods for shifts of more than 10 hours up to 14 hours, etc. Rest breaks should be taken as close as possible to the middle of each 4 hours of work. During rest breaks, employees are prohibited from performing any work. Employees with questions or concerns about this policy should contact their Human Resources Representative. Employees who fail to abide by this policy will be subject to corrective action.

HOLIDAYS

It is the policy of the Company to observe certain holidays each year. In observance of these designated holidays, full-time, regular employees are eligible for holiday compensation and time off from work. The company recognizes seven holidays annually.

HOLIDAY SCHEDULES

The company has two different holiday schedules. All departments participate in 6 common holidays:

New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Holidays will be designated to be observed on the official holiday in most cases. At times, due to business needs or scheduling of work shifts, the company may choose to designate an alternate paid holiday to allow employees time away from work.

In the case of a shift scheduled to be 8 hours or less in duration:

If an employee is late or leaves early for more than one half of the shift it is considered a full attendance occurrence. If the employee leaves early or is tardy for less than one half of the shift the time away is considered as one third of an attendance occurrence.

6. Overtime (Voluntary or Mandatory)

All aspects of the attendance policy apply when employees are scheduled to work overtime or volunteer for overtime and are absent from work.

MEAL PERIODS

The Company provides an unpaid meal period of 30 minutes to employees who work more than 5 hours a day. Employees who work no more than 6 hours in a day can elect to voluntarily waive their meal periods. In order to waive a meal break, the employee must complete a Meal period Waiver form. For employees scheduled to work more than 10 hours in a day, a second 30-minute meal period will be provided unless the employee works not more than 12 hours and voluntarily elects to waive the second meal period using the Second Meal Period Waiver form. During meal periods, employees are prohibited from performing any work and may leave the premises. Employees with questions or concerns about this policy should contact their Human Resources Representative. Employees who fail to abide by this policy will be subject to corrective action.

REST BREAKS

The Company provides a paid rest break of 10 minutes to non-exempt employees for every 4 hours worked in a workday or major fraction thereof. For example, employees are entitled to one rest period for shifts from three and one-half to six hours in length, two rest periods for shifts of more than six hours up to 10 hours, three rest periods for shifts of more than 10 hours up to 14 hours, etc. Rest breaks should be taken as close as possible to the middle of each 4 hours of work. During rest breaks, employees are prohibited from performing any work. Employees with questions or concerns about this policy should contact their Human Resources Representative. Employees who fail to abide by this policy will be subject to corrective action.

HOLIDAYS

It is the policy of the Company to observe certain holidays each year. In observance of these designated holidays, full-time, regular employees are eligible for holiday compensation and time off from work. The company recognizes seven holidays annually.

HOLIDAY SCHEDULES

The company has two different holiday schedules. All departments participate in 6 common holidays:

New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Holidays will be designated to be observed on the official holiday in most cases. At times, due to business needs or scheduling of work shifts, the company may choose to designate an alternate paid holiday to allow employees time away from work.

7TH HOLIDAY

In addition to the 6 designated holidays, eligible employees may also receive a 7th holiday:

- Designated office, (non-manufacturing support) distribution center and transportation departments receive the birthday holiday as their seventh holiday.
- Designated office (manufacturing support) and manufacturing departments receive the day after Thanksgiving as their seventh holiday.

EXHIBIT 4

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

Page 1

Apr 15, 2020 1:26 PM

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201712151		12/15/2017		12/9/2017		SHUTLCA				
			OVT	3.38	*	20.19	Z	CHAR5	1.00	CASDIEE	6.67		
			REG	3.38		40.39	Z			CASIT	18.87		
			REG	40.00		680.00	Z			USFIT	83.80		
										USMEDEE	10.74		
										USSOCEE	45.92		
			42.38			740.58			1.00		166.00		
Check Printed:	17865				Check Amount:	573.58		Direct Deposit:	0.00		Net:	573.58	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201712151		12/15/2017		12/9/2017		SHUTLCA				
						0.00							
Check Printed:	ADJUSTMENT				Check Amount:	0.00		Direct Deposit:	0.00		Net:	0.00	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201712163		12/16/2017		12/9/2017		SHUTLCA				
						0.00							
Check Printed:	ADJFUTACR				Check Amount:	0.00		Direct Deposit:	0.00		Net:	0.00	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201712221		12/22/2017		12/16/2017		SHUTLCA				
			OVT	15.99	*	135.90	Z	CHAR5	1.00	CASDIEE	9.79		
			REG	15.99		271.80	Z			CASIT	46.35		
			REG	40.00		680.00	Z			USFIT	159.45		
										USMEDEE	15.77		
										USSOCEE	67.43		
			55.99			1,087.70			1.00		298.79		
Check Printed:	17874				Check Amount:	787.91		Direct Deposit:	0.00		Net:	787.91	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201712291		12/29/2017		12/23/2017		SHUTLCA				
			OVT	13.37	*	113.65	Z	CHAR5	1.00	CASDIEE	9.19		
			REG	13.37		227.30	Z			CASIT	40.47		
			REG	40.00		680.00	Z			USFIT	142.76		
								USMEDEE	14.80				

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201712291		Pay Date 12/29/2017		Period End Date 12/23/2017		Job Code SHUTLCA		<i>Continued from Previous Page</i>		
											USSOCEE	63.30	
				53.37		1,020.95				1.00		270.52	
Check Printed: 72339				Check Amount: 0.00		Direct Deposit: 749.43					Net: 749.43		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201801051		Pay Date 1/5/2018		Period End Date 12/30/2017		Job Code SHUTLCA				
		OVTCP		6.37	*	54.16	Z		CHAR5	1.00	CASDIEE	8.32	
		REGPC		6.37		108.31	Z				CASIT	24.12	
		REGPC		39.38		669.48	Z				USFIT	97.51	
											USMEDEE	12.06	
											USSOCEE	51.58	
				45.75		831.95				1.00		193.59	
Check Printed: 72511				Check Amount: 0.00		Direct Deposit: 637.36					Net: 637.36		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201801121		Pay Date 1/12/2018		Period End Date 1/6/2018		Job Code SHUTLCA				
		OVTCP		3.11	*	26.44	Z		CHAR5	1.00	CASDIEE	7.48	
		REGPC		3.11		52.88	Z				CASIT	18.55	
		REGPC		39.31		668.24	Z				USFIT	84.85	
											USMEDEE	10.84	
											USSOCEE	46.35	
				42.42		747.56				1.00		168.07	
Check Printed: 72699				Check Amount: 0.00		Direct Deposit: 578.49					Net: 578.49		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201801191		Pay Date 1/19/2018		Period End Date 1/13/2018		Job Code SHUTLCA				
		OVTCP		2.15	*	18.30	Z		CHAR5	1.00	CASDIEE	7.30	
		REGPC		2.15		36.60	Z				CASIT	17.41	
		REGPC		39.73		675.38	Z				USFIT	82.26	
											USMEDEE	10.59	
											USSOCEE	45.28	
				41.88		730.28				1.00		162.84	
Check Printed: 72898				Check Amount: 0.00		Direct Deposit: 566.44					Net: 566.44		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201801261		Pay Date 1/26/2018		Period End Date 1/20/2018		Job Code SHUTLCA				

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

Page 3

Apr 15, 2020 1:26 PM

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201801261		1/26/2018		1/20/2018		SHUTLCA		Continued from Previous Page		
		OVTPC	13.98	*	118.86	Z		CHAR5	1.00	CASDIEE	10.37		
		REGPC	13.98		237.73	Z				CASIT	40.56		
		REGPC	40.00		680.00	Z				USFIT	116.75		
										USMEDEE	15.03		
										USSOCEE	64.27		
					53.98			1,036.59			1.00		246.98
Check Printed:	73117				Check Amount:	0.00		Direct Deposit:	788.61		Net:	788.61	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201802021		2/2/2018		1/27/2018		SHUTLCA				
		OVTPC	4.08	*	34.67	Z		CHAR5	1.00	CASDIEE	7.36		
		REGPC	4.08		69.34	Z				CASIT	17.80		
		REGPC	37.19		632.29	Z				USFIT	66.58		
										USMEDEE	10.68		
										USSOCEE	45.65		
					41.27			736.30			1.00		148.07
Check Printed:	73317				Check Amount:	0.00		Direct Deposit:	587.23		Net:	587.23	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201802091		2/9/2018		2/3/2018		SHUTLCA				
		OVTPC	2.61	*	22.20	Z		CHAR5	1.00	CASDIEE	7.47		
		REGPC	2.61		44.39	Z				CASIT	18.48		
		REGPC	40.00		680.00	Z				USFIT	67.81		
										USMEDEE	10.82		
										USSOCEE	46.28		
					42.61			746.59			1.00		150.86
Check Printed:	17984				Check Amount:	594.73		Direct Deposit:	0.00		Net:	594.73	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201802161		2/16/2018		2/10/2018		SHUTLCA				
		OVTPC	3.56	*	30.28	Z		CHAR5	1.00	CASDIEE	6.35		
		REGPC	3.56		60.55	Z				CASIT	11.95		
		REGPC	32.00		543.99	Z				USFIT	54.40		
										USMEDEE	9.21		
								USSOCEE	39.36				

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201802161		Pay Date 2/16/2018		Period End Date 2/10/2018		Job Code SHUTLCA		<i>Continued from Previous Page</i>		
			35.56			634.82				1.00		121.27	
Check Printed: 17997		Check Amount:		512.55		Direct Deposit:		0.00		Net:		512.55	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201802231		Pay Date 2/23/2018		Period End Date 2/17/2018		Job Code SHUTLCA				
		OVTTPC	10.54		*	89.55	Z		CHAR5	1.00	CASDIEE	9.49	
		REGPC	10.54			179.10	Z				CASIT	32.83	
		REGPC	40.00			680.01	Z				USFIT	97.41	
											USMEDEE	13.75	
											USSOCEE	58.82	
			50.54			948.66				1.00		212.30	
Check Printed: 73924		Check Amount:		0.00		Direct Deposit:		735.36		Net:		735.36	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201803021		Pay Date 3/2/2018		Period End Date 2/24/2018		Job Code SHUTLCA				
		OVTTPC	3.55		*	30.21	Z		CHAR5	1.00	CASDIEE	7.71	
		REGPC	3.55			60.42	Z				CASIT	20.07	
		REGPC	40.00			680.00	Z				USFIT	70.70	
											USMEDEE	11.18	
											USSOCEE	47.78	
			43.55			770.63				1.00		157.44	
Check Printed: 74092		Check Amount:		0.00		Direct Deposit:		612.19		Net:		612.19	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201803091		Pay Date 3/9/2018		Period End Date 3/3/2018		Job Code SHUTLCA				
		OVTTPC	13.03		*	110.77	Z		CHAR5	1.00	CASDIEE	10.12	
		REGPC	13.03			221.53	Z				CASIT	38.43	
		REGPC	40.00			680.00	Z				USFIT	111.41	
											USMEDEE	14.68	
											USSOCEE	62.76	
			53.03			1,012.30				1.00		237.40	
Check Printed: 74335		Check Amount:		0.00		Direct Deposit:		773.90		Net:		773.90	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201803161		Pay Date 3/16/2018		Period End Date 3/10/2018		Job Code SHUTLCA				
		OVTTPC	16.78		*	142.62	Z		ADD	0.69	CASDIEE	10.18	

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code		Continued from Previous Page		
			201803161		3/16/2018		3/10/2018		SHUTLCA				
		REGPC		16.78		285.25	Z		CHAR5	1.00	CASIT	38.89	
		REGPC		40.00		679.99	Z		CL2	0.23	USFIT	112.56	
									DN2	11.74	USMEDEE	14.75	
									EL4	2.77	USSOCEE	63.09	
									MD1	77.88			
					56.78		1,107.86			94.31		239.47	
Check Printed:		74551	Check Amount:		0.00	Direct Deposit:		774.08	Net:		774.08		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201803231		3/23/2018		3/17/2018		SHUTLCA				
		OVTPC		14.26	*	121.25	Z		ADD	0.69	CASDIEE	9.53	
		REGPC		14.26		242.50	Z		CHAR5	1.00	CASIT	33.25	
		REGPC		40.00		680.00	Z		CL2	0.23	USFIT	98.46	
									DN2	11.74	USMEDEE	13.83	
									EL4	2.77	USSOCEE	59.11	
									MD1	77.88			
					54.26		1,043.75			94.31		214.18	
		Check Printed:		74772	Check Amount:		0.00	Direct Deposit:		735.26	Net:		735.26
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201803301		3/30/2018		3/24/2018		SHUTLCA				
		OVTPC		17.42	*	148.11	Z		ADD	0.69	CASDIEE	10.34	
		REGPC		17.42		296.22	Z		CHAR5	1.00	CASIT	40.34	
		REGPC		40.00		680.00	Z		CL2	0.23	USFIT	116.19	
									DN2	11.74	USMEDEE	14.99	
									EL4	2.77	USSOCEE	64.11	
									MD1	77.88			
			57.42		1,124.33			94.31		245.97			
Check Printed:		75186	Check Amount:		0.00	Direct Deposit:		784.05	Net:		784.05		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201804061		4/6/2018		3/31/2018		SHUTLCA				
		OVTPC		3.26	*	27.72	Z		ADD	0.69	CASDIEE	6.73	
		REGPC		3.26		55.43	Z		CHAR5	1.00	CASIT	13.62	
		REGPC		40.00		680.00	Z		CL2	0.23	USFIT	58.96	
							DN2	11.74	USMEDEE	9.76			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 6

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201804061		Pay Date 4/6/2018		Period End Date 3/31/2018		Job Code SHUTLCA		<i>Continued from Previous Page</i>		
									EL4	2.77	USSOCEE	41.72	
									MD1	77.88			
				43.26		763.15				94.31		130.79	
Check Printed:		75431	Check Amount:			0.00	Direct Deposit:		538.05	Net:		538.05	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201804131		Pay Date 4/13/2018		Period End Date 4/7/2018		Job Code SHUTLCA				
		OVTTPC	2.10		*	17.84	Z		401K	20.98	CASDIEE	6.09	
		REGPC	2.10			35.69	Z		ACV	6.03	CASIT	9.89	
		REGPC	37.99			645.81	Z		ADD	0.69	USFIT	48.79	
									CAN	4.08	USMEDEE	8.83	
									CHAR5	1.00	USSOCEE	37.76	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				40.09		699.34				130.38		111.36	
Check Printed:		75646	Check Amount:			0.00	Direct Deposit:		457.60	Net:		457.60	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201804201		Pay Date 4/20/2018		Period End Date 4/14/2018		Job Code SHUTLCA				
		OVTTPC	3.24		*	27.51	Z		401K	22.88	CASDIEE	6.72	
		REGPC	3.24			55.02	Z		ACV	6.03	CASIT	12.59	
		REGPC	40.00			680.00	Z		ADD	0.69	USFIT	56.14	
									CAN	4.08	USMEDEE	9.74	
									CHAR5	1.00	USSOCEE	41.68	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				43.24		762.53				132.28		126.87	
Check Printed:		75852	Check Amount:			0.00	Direct Deposit:		503.38	Net:		503.38	

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

Page 7

Apr 15, 2020 1:26 PM

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES						
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected			
SCHILLER, FRANCISCO	094235	Pay No: 2 BONOT	PerControl		Pay Date		Period End Date		Job Code							
			201804271		4/27/2018		4/21/2018		SHUTLCA							
						80.30	Z		401K	2.41	CASDIEE	0.80				
										CASIT	5.14					
										USFIT	17.14					
										USMEDEE	1.17					
										USSOCEE	4.98					
			0.00			80.30			2.41		29.23					
Check Printed:	76203				Check Amount:	0.00		Direct Deposit:	48.66		Net:	48.66				
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code							
			201804271		4/27/2018		4/21/2018		SHUTLCA							
			OVT	3.19	*	27.09	Z	401K	22.84	CASDIEE	6.71					
			REG	3.19		54.18	Z	ACV	6.03	CASIT	12.53					
			GPC	40.00		680.01	Z	ADD	0.69	USFIT	56.00					
								CAN	4.08	USMEDEE	9.73					
								CHAR5	1.00	USSOCEE	41.60					
								CL2	0.23							
								DN2	11.74							
								EL4	2.77							
								HS2	4.98							
								MD1	77.88							
						43.19			761.28			132.24		126.57		
			Check Printed:	76202				Check Amount:	0.00		Direct Deposit:	502.47		Net:	502.47	
			SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
201805041		5/4/2018					4/28/2018		SHUTLCA							
OVT	1.74	*				14.75	Z	401K	21.73	CASDIEE	6.34					
REG	1.74					29.50	Z	ACV	6.03	CASIT	10.95					
GPC	40.00					680.00	Z	ADD	0.69	USFIT	51.69					
								CAN	4.08	USMEDEE	9.19					
								CHAR5	1.00	USSOCEE	39.30					
								CL2	0.23							
								DN2	11.74							
								EL4	2.77							
								HS2	4.98							
								MD1	77.88							

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201805041		Pay Date 5/4/2018		Period End Date 4/28/2018		Job Code SHUTLCA		<i>Continued from Previous Page</i>		
				41.74		724.25				131.13		117.47	
Check Printed: 76418		Check Amount:		0.00		Direct Deposit:		475.65		Net:		475.65	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201805111		Pay Date 5/11/2018		Period End Date 5/5/2018		Job Code SHUTLCA				
		OVTCP		2.95	*	25.09	Z		401K	22.66	CASDIEE	6.65	
		REGPC		2.95		50.18	Z		ACV	6.03	CASIT	12.28	
		REGPC		40.00		680.00	Z		ADD	0.69	USFIT	55.30	
									CAN	4.08	USMEDEE	9.64	
									CHAR5	1.00	USSOCEE	41.23	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				42.95		755.27				132.06		125.10	
Check Printed: 76629		Check Amount:		0.00		Direct Deposit:		498.11		Net:		498.11	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201805181		Pay Date 5/18/2018		Period End Date 5/12/2018		Job Code SHUTLCA				
		OVTCP		14.28	*	121.38	Z		401K	31.32	CASDIEE	9.54	
		REGPC		14.28		242.76	Z		ACV	6.03	CASIT	30.53	
		REGPC		40.00		680.00	Z		ADD	0.69	USFIT	91.65	
									CAN	4.08	USMEDEE	13.83	
									CHAR5	1.00	USSOCEE	59.13	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				54.28		1,044.14				140.72		204.68	
Check Printed: 76843		Check Amount:		0.00		Direct Deposit:		698.74		Net:		698.74	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201805251		Pay Date 5/25/2018		Period End Date 5/19/2018		Job Code SHUTLCA				
		OVTCP		5.03	*	42.77	Z		401K	24.25	CASDIEE	7.18	

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

Page 9

Apr 15, 2020 1:26 PM

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code		Continued from Previous Page			
			201805251		5/25/2018		5/19/2018		SHUTLCA					
			REGPC	5.03		85.54	Z	ACV	6.03	CASIT				15.00
			REGPC	40.00		680.02	Z	ADD	0.69	USFIT				61.47
							CAN	4.08	USMEDEE	10.41				
							CHAR5	1.00	USSOCEE	44.52				
							CL2	0.23						
							DN2	11.74						
							EL4	2.77						
							HS2	4.98						
				MD1	77.88									
			45.03			808.33			133.65		138.58			
Check Printed:	77064				Check Amount:	0.00		Direct Deposit:	536.10		Net:	536.10		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201806011		6/1/2018		5/26/2018		SHUTLCA					
			OVTPC	11.52	*	97.90	Z	401K	29.36	CASDIEE				8.88
			PDSCK	3.00	17.13	51.39	Z	ACV	6.03	CASIT				25.91
			REGPC	11.52		195.81	Z	ADD	0.69	USFIT				81.31
			REGPC	37.27		633.67	Z	CAN	4.08	USMEDEE				12.89
							CHAR5	1.00	USSOCEE	55.09				
							CL2	0.23						
							DN2	11.74						
							EL4	2.77						
				HS2	4.98									
				MD1	77.88									
			51.79			978.77			138.76		184.08			
Check Printed:	77286				Check Amount:	0.00		Direct Deposit:	655.93		Net:	655.93		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201806081		6/8/2018		6/2/2018		SHUTLCA					
			HOLHR	8.00	17.00	136.00	1	401K	27.21	CASDIEE				8.17
			OVTPC	8.90	*	75.62	Z	ACV	6.03	CASIT				21.30
			REGPC	8.90		151.24	Z	ADD	0.69	USFIT				72.94
			REGPC	32.00		544.00	Z	CAN	4.08	USMEDEE				11.84
							CHAR5	1.00	USSOCEE	50.62				
							CL2	0.23						
				DN2	11.74									

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201806081		6/8/2018		6/2/2018		SHUTLCA			Continued from Previous Page	
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				48.90		906.86				136.61		164.87	
Check Printed:		77505	Check Amount:		0.00	Direct Deposit:		605.38	Net:		605.38		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201806151		6/15/2018		6/9/2018		SHUTLCA				
		OVTTPC	8.38	*	71.19	Z			401K	26.81	CASDIEE	8.03	
		REGPC	8.38		142.39	Z			ACV	6.03	CASIT	20.45	
		REGPC	40.00		680.00	Z			ADD	0.69	USFIT	71.40	
									CAN	4.08	USMEDEE	11.64	
									CHAR5	1.00	USSOCCE	49.80	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				48.38		893.58				136.21		161.32	
Check Printed:		77730	Check Amount:		0.00	Direct Deposit:		596.05	Net:		596.05		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201806221		6/22/2018		6/16/2018		SHUTLCA				
		OVTTPC	10.78	*	91.62	Z			401K	28.68	CASDIEE	8.66	
		PDSCCK	8.00	17.13	137.04	Z			ACV	6.03	CASIT	24.44	
		REGPC	10.78		183.24	Z			ADD	0.69	USFIT	78.65	
		REGPC	32.00		544.00	Z			CAN	4.08	USMEDEE	12.55	
									CHAR5	1.00	USSOCCE	53.67	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				50.78		955.90				138.08		177.97	
Check Printed:		18267	Check Amount:		639.85	Direct Deposit:		0.00	Net:		639.85		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201806291		6/29/2018		6/23/2018		SHUTLCA					
		OVT	12.16	*	112.89	Z		401K	29.99	CASDIEE	9.09			
		REG	12.16		206.65	Z		ACV	6.03	CASIT	27.24			
		REG	40.00		680.01	Z		ADD	0.69	USFIT	83.73			
								CAN	4.08	USMEDEE	13.19			
								CHAR5	1.00	USSOCEE	56.37			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								MD1	77.88					
					52.16			999.55			139.39		189.62	
		Check Printed:	18283				Check Amount:	670.54		Direct Deposit:	0.00		Net:	670.54
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201807061		7/6/2018		6/30/2018		SHUTLCA					
		OVT	8.38	*	71.25	Z		401K	26.63	CASDIEE	7.97			
		REG	8.38		142.50	Z		ACV	6.03	CASIT	20.08			
		REG	39.65		674.01	Z		ADD	0.69	USFIT	70.72			
								CAN	4.08	USMEDEE	11.56			
								CHAR5	1.00	USSOCEE	49.45			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								MD1	77.88					
					48.03			887.76			136.03		159.78	
		Check Printed:	78371				Check Amount:	0.00		Direct Deposit:	591.95		Net:	591.95
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201807131		7/13/2018		7/7/2018		SHUTLCA					
		HOL	8.00	17.00	136.00	1		401K	26.96	CASDIEE	8.08			
		OVT	9.00	*	77.69	Z		ACV	6.03	CASIT	20.79			
		REG	9.00		153.07	Z		ADD	0.69	USFIT	72.00			
		REG	31.30		532.04	Z		CAN	4.08	USMEDEE	11.72			
								CHAR5	1.00	USSOCEE	50.12			
						CL2	0.23							

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201807131		7/13/2018		7/7/2018		SHUTLCA			Continued from Previous Page	
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				48.30		898.80				136.36		162.71	
Check Printed:		78583	Check Amount:		0.00	Direct Deposit:		599.73	Net:		599.73		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201807201		7/20/2018		7/14/2018		SHUTLCA				
		OVTTPC		18.64	*	168.29	Z		401K	34.96	CASDIEE	10.75	
		REGPC		18.64		316.89	Z		ACV	6.03	CASIT	40.86	
		REGPC		40.00		680.00	Z		ADD	0.69	USFIT	117.48	
									CAN	4.08	USMEDEE	15.59	
									CHAR5	1.00	USSOCEE	66.64	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				58.64		1,165.18				144.36		251.32	
Check Printed:		78810	Check Amount:		0.00	Direct Deposit:		769.50	Net:		769.50		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201807271		7/27/2018		7/21/2018		SHUTLCA				
		OVTTPC			*	4.98	Z		401K	22.56	CASDIEE	6.62	
		OVTTPC		2.63	*	22.35	Z		ACV	6.03	CASIT	12.14	
		REGPC				-4.98	Z		ADD	0.69	USFIT	54.92	
		REGPC				4.98	Z		CAN	4.08	USMEDEE	9.60	
		REGPC		2.63		44.70	Z		CHAR5	1.00	USSOCEE	41.03	
		REGPC		40.00		680.00	Z		CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201807271		7/27/2018		7/21/2018		SHUTLCA				
				42.63		752.03						Continued from Previous Page	
										131.96		124.31	
Check Printed:		79054	Check Amount:			0.00	Direct Deposit:		495.76	Net:		495.76	
SCHILLER, FRANCISCO	094235	Pay No: 2	PerControl		Pay Date		Period End Date		Job Code				
		BONOT	201807271		7/27/2018		7/21/2018		SHUTLCA				
						66.80	Z		401K	2.00	CASDIEE	0.67	
											CASIT	4.28	
											USFIT	14.26	
											USMEDEE	0.96	
											USSOCEE	4.14	
				0.00		66.80				2.00		24.31	
Check Printed:		79055	Check Amount:			0.00	Direct Deposit:		40.49	Net:		40.49	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808031		8/3/2018		7/28/2018		SHUTLCA				
		OVTTPC		8.57	*	72.82	Z		401K	26.95	CASDIEE	8.08	
		REGPC		8.57		145.64	Z		ACV	6.03	CASIT	20.77	
		REGPC		40.00		680.01	Z		ADD	0.69	USFIT	71.97	
									CAN	4.08	USMEDEE	11.72	
									CHAR5	1.00	USSOCEE	50.11	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				48.57		898.47				136.35		162.65	
Check Printed:		79354	Check Amount:			0.00	Direct Deposit:		599.47	Net:		599.47	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808101		8/10/2018		8/4/2018		SHUTLCA				
		OVTTPC		7.69	*	65.40	Z		401K	25.52	CASDIEE	7.61	
		REGPC		7.69		130.81	Z		ACV	6.03	CASIT	17.72	
		REGPC		38.51		654.62	Z		ADD	0.69	USFIT	66.42	
									CAN	4.08	USMEDEE	11.03	
									CHAR5	1.00	USSOCEE	47.15	
									CL2	0.23			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808101		8/10/2018		8/4/2018		SHUTLCA			Continued from Previous Page	
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				46.20		850.83				134.92		149.93	
Check Printed:		79583	Check Amount:		0.00	Direct Deposit:		565.98	Net:		565.98		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808171		8/17/2018		8/11/2018		SHUTLCA				
		OVTCP	8.05		*	70.21	Z		401K	26.61	CASDIEE	7.97	
		REGPC	8.05			136.91	Z		ACV	6.03	CASIT	20.04	
		REGPC	40.00			680.00	Z		ADD	0.69	USFIT	70.65	
									CAN	4.08	USMEDEE	11.55	
									CHAR5	1.00	USSOCEE	49.40	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				48.05		887.12				136.01		159.61	
Check Printed:		79808	Check Amount:		0.00	Direct Deposit:		591.50	Net:		591.50		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808241		8/24/2018		8/18/2018		SHUTLCA				
		OVTCP	12.59		*	107.05	Z		401K	30.03	CASDIEE	9.11	
		REGPC	12.59			214.10	Z		ACV	6.03	CASIT	27.34	
		REGPC	40.00			680.00	Z		ADD	0.69	USFIT	83.92	
									CAN	4.08	USMEDEE	13.21	
									CHAR5	1.00	USSOCEE	56.48	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808241		8/24/2018		8/18/2018		SHUTLCA				
				52.59		1,001.15						Continued from Previous Page	
										139.43		190.06	
Check Printed: 80038					Check Amount: 0.00			Direct Deposit: 671.66				Net: 671.66	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201808311		8/31/2018		8/25/2018		SHUTLCA				
		OVTCP		11.47	*	101.85	Z		401K	29.33	CASDIEE	8.87	
		PDSCK		8.00	17.11	136.88	Z		ACV	6.03	CASIT	25.84	
		REGPC		11.47		194.96	Z		ADD	0.69	USFIT	81.19	
		REGPC		32.00		544.00	Z		CAN	4.08	USMEDEE	12.87	
									CHAR5	1.00	USSOCEE	55.01	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				51.47		977.69				138.73		183.78	
Check Printed: 80262					Check Amount: 0.00			Direct Deposit: 655.18				Net: 655.18	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201809071		9/7/2018		9/1/2018		SHUTLCA				
		OVTCP		28.09	*	265.31	Z		401K	142.29	CASDIEE	13.33	
		REGPC		28.09		477.56	Z		ACV	6.03	CASIT	55.10	
		REGPC		40.00		679.99	Z		ADD	0.69	USFIT	150.56	
									CAN	4.08	USMEDEE	19.32	
									CHAR5	1.00	USSOCEE	82.62	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				68.09		1,422.86				251.69		320.93	
Check Printed: 80481					Check Amount: 0.00			Direct Deposit: 850.24				Net: 850.24	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201809141		9/14/2018		9/8/2018		SHUTLCA				
		HOLHR		8.00	17.00	136.00	1		401K	142.05	CASDIEE	13.30	

Detail Payroll Register

THE ASHLEY COMPANIES

Page 16

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS				DEDUCTIONS		TAXES					
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201809141		9/14/2018		9/8/2018		SHUTLCA		Continued from Previous Page		
			OVTPC	20.67	*	191.35	Z	ACV	6.03	CASIT	54.88		
			REGPC	20.67		372.41	Z	ADD	0.69	USFIT	150.09		
		REGPC	40.00		720.74	Z	CAN	4.08	USMEDEE	19.29			
							CHAR5	1.00	USSOCEE	82.47			
							CL2	0.23					
							DN2	11.74					
							EL4	2.77					
							HS2	4.98					
							MD1	77.88					
					68.67		1,420.50			251.45		320.03	
Check Printed:	80697			Check Amount:	0.00	Direct Deposit:	849.02		Net:	849.02			
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201809211		9/21/2018		9/15/2018		SHUTLCA				
			OVTPC	15.85	*	134.75	Z	401K	108.43	CASDIEE	9.94		
			REGPC	15.85		269.51	Z	ACV	6.03	CASIT	27.65		
		REGPC	40.00		680.00	Z	ADD	0.69	USFIT	84.48			
							CAN	4.08	USMEDEE	14.41			
							CHAR5	1.00	USSOCEE	61.63			
							CL2	0.23					
							DN2	11.74					
							EL4	2.77					
							HS2	4.98					
							MD1	77.88					
			55.85		1,084.26			217.83		198.11			
Check Printed:	80917			Check Amount:	0.00	Direct Deposit:	668.32		Net:	668.32			
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201809281		9/28/2018		9/22/2018		SHUTLCA				
			OVTPC	20.92	*	177.79	Z	401K	121.34	CASDIEE	11.23		
			REGPC	20.92		355.59	Z	ACV	6.03	CASIT	37.50		
		REGPC	40.00		680.00	Z	ADD	0.69	USFIT	109.08			
							CAN	4.08	USMEDEE	16.28			
							CHAR5	1.00	USSOCEE	69.63			
							CL2	0.23					
					DN2	11.74							

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201809281		9/28/2018		9/22/2018		SHUTLCA			Continued from Previous Page	
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				60.92		1,213.38				230.74		243.72	
Check Printed:		81143	Check Amount:		0.00	Direct Deposit:		738.92	Net:		738.92		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201810051		10/5/2018		9/29/2018		SHUTLCA				
		OVTTPC		14.62	*	128.01	Z		401K	115.36	CASDIEE	10.63	
		REGPC		14.62		256.02	Z		ACV	6.03	CASIT	32.76	
		REGPC		40.00		700.40	Z		ADD	0.69	USFIT	97.25	
		RETRO				32.62	Z		CAN	4.08	USMEDEE	15.42	
		RETRO				36.56	Z		CHAR5	1.00	USSOCCE	65.92	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				54.62		1,153.61				224.76		221.98	
Check Printed:		81363	Check Amount:		0.00	Direct Deposit:		706.87	Net:		706.87		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201810121		10/12/2018		10/6/2018		SHUTLCA				
		OVTTPC		21.77	*	190.59	Z		401K	127.22	CASDIEE	11.82	
		REGPC		21.77		381.18	Z		ACV	6.03	CASIT	42.15	
		REGPC		40.00		700.40	Z		ADD	0.69	USFIT	120.72	
									CAN	4.08	USMEDEE	17.14	
									CHAR5	1.00	USSOCCE	73.28	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	77.88			
				61.77		1,272.17				236.62		265.11	
Check Printed:		81578	Check Amount:		0.00	Direct Deposit:		770.44	Net:		770.44		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

Page 18

Apr 15, 2020 1:26 PM

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201810191		10/19/2018		10/13/2018		SHUTLCA				
		OVT PC REG PC		19.12	*	176.80	Z		401K	121.19	CASDIEE		16.02
				19.12		334.73	Z		ACV	6.03	CASIT		84.78
				40.00		700.40	Z		ADD	0.69	USFIT		214.40
									CAN	4.08	USMEDEE		23.22
									CHAR5	1.00	USSOCEE		99.30
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									MD1	-402.12			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 19

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201810261		10/26/2018		10/20/2018		SHUTLCA				
				46.86		913.99				143.91		167.47	
Check Printed:		82105	Check Amount:		0.00	Direct Deposit:		602.61	Net:		602.61		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201811021		11/2/2018		10/27/2018		SHUTLCA				
		OVTCP		10.26	*	93.05	Z		401K	46.01	CASDIEE	8.45	
		REGPC		10.26		179.73	Z		ACV	6.03	CASIT	21.94	
		REGPC		36.98		647.48	Z		ADD	0.69	USFIT	74.09	
									CAN	4.08	USMEDEE	12.25	
									CHAR5	1.00	USSOCEE	52.39	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				47.24		920.26				144.22		169.12	
Check Printed:		82282	Check Amount:		0.00	Direct Deposit:		606.92	Net:		606.92		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201811091		11/9/2018		11/3/2018		SHUTLCA				
		OVTCP		23.94	*	209.63	Z		401K	66.46	CASDIEE	12.54	
		REGPC		23.94		419.26	Z		ACV	6.03	CASIT	54.82	
		REGPC		40.00		700.40	Z		ADD	0.69	USFIT	149.96	
									CAN	4.08	USMEDEE	18.18	
									CHAR5	1.00	USSOCEE	77.75	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				63.94		1,329.29				164.67		313.25	
Check Printed:		82504	Check Amount:		0.00	Direct Deposit:		851.37	Net:		851.37		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201811161		11/16/2018		11/10/2018		SHUTLCA					
		OVTPC	14.08	*	128.40	Z		401K	53.77	CASDIEE	10.00			
		REGPC	14.08		246.62	Z		ACV	6.03	CASIT	32.62			
		REGPC	40.00		700.40	Z		ADD	0.69	USFIT	96.90			
								CAN	4.08	USMEDEE	14.50			
								CHAR5	1.00	USSOCEE	62.00			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								LAW	3.81					
								MD1	62.88					
					54.08			1,075.42			151.98		216.02	
		Check Printed: 82728		Check Amount:		0.00		Direct Deposit:		707.42		Net:		707.42
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201811231		11/23/2018		11/17/2018		SHUTLCA					
		OVTPC	23.95	*	217.53	Z		401K	66.87	CASDIEE	12.62			
		REGPC	23.95		419.39	Z		ACV	6.03	CASIT	55.60			
		REGPC	40.00		700.40	Z		ADD	0.69	USFIT	151.63			
								CAN	4.08	USMEDEE	18.30			
								CHAR5	1.00	USSOCEE	78.25			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								LAW	3.81					
								MD1	62.88					
					63.95			1,337.32			165.08		316.40	
		Check Printed: 82945		Check Amount:		0.00		Direct Deposit:		855.84		Net:		855.84
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201811301		11/30/2018		11/24/2018		SHUTLCA					
		HOLHR	8.00	17.51	140.08	1		401K	54.82	CASDIEE	10.21			
		OVTPC	13.25	*	171.10	Z		ACV	6.03	CASIT	34.38			
		REGPC	13.25		245.84	Z		ADD	0.69	USFIT	101.30			
		REGPC	29.07		539.47	Z		CAN	4.08	USMEDEE	14.81			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 21

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201811301		11/30/2018		11/24/2018		SHUTLCA				
									CHAR5	1.00	USSOC EE	63.31	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.31		1,096.49				153.03		224.01	
Check Printed: 83160			Check Amount:			0.00	Direct Deposit:			719.45		Net:	719.45
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201812071		12/7/2018		12/1/2018		SHUTLCA				
		ADVAC		8.00	20.53	164.24	Z		401K	59.08	CASDIEE	11.06	
		OVT PC		15.95	*	177.72	Z		ACV	6.03	CASIT	41.50	
		REGPC		15.95		279.28	Z		ADD	0.69	USFIT	119.08	
		REGPC		32.00		560.32	Z		CAN	4.08	USMEDEE	16.04	
									CHAR5	1.00	USSOC EE	68.59	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				55.95		1,181.56				157.29		256.27	
Check Printed: 83379			Check Amount:			0.00	Direct Deposit:			768.00		Net:	768.00
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201812141		12/14/2018		12/8/2018		SHUTLCA				
		OVT PC		14.04	*	134.21	Z		401K	54.02	CASDIEE	10.05	
		REGPC		14.04		245.80	Z		ACV	6.03	CASIT	33.04	
		REGPC		40.00		700.40	Z		ADD	0.69	USFIT	97.94	
									CAN	4.08	USMEDEE	14.58	
									CHAR5	1.00	USSOC EE	62.32	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201812141		12/14/2018		12/8/2018		SHUTLCA			Continued from Previous Page	
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				54.04		1,080.41				152.23		217.93	
Check Printed:		83602	Check Amount:		0.00	Direct Deposit:		710.25	Net:		710.25		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201812211		12/21/2018		12/15/2018		SHUTLCA				
		OVTTPC	12.00		*	105.03	Z		401K	50.77	CASDIEE	9.40	
		REGPC	12.00			210.05	Z		ACV	6.03	CASIT	27.91	
		REGPC	40.00			700.40	Z		ADD	0.69	USFIT	84.95	
									CAN	4.08	USMEDEE	13.63	
									CHAR5	1.00	USSOCEE	58.29	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				52.00		1,015.48				148.98		194.18	
Check Printed:		83825	Check Amount:		0.00	Direct Deposit:		672.32	Net:		672.32		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201812281		12/28/2018		12/22/2018		SHUTLCA				
		OVTTPC	12.79		*	111.98	Z		401K	51.82	CASDIEE	9.61	
		REGPC	12.79			223.95	Z		ACV	6.03	CASIT	29.35	
		REGPC	40.00			700.40	Z		ADD	0.69	USFIT	88.73	
									CAN	4.08	USMEDEE	13.93	
									CHAR5	1.00	USSOCEE	59.58	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 23

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201812281		Pay Date 12/28/2018			Period End Date 12/22/2018	Job Code SHUTLCA		Continued from Previous Page		
			52.79			1,036.33				150.03		201.20	
Check Printed:	84051				Check Amount:	0.00		Direct Deposit:	685.10		Net:	685.10	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201812312		Pay Date 12/31/2018			Period End Date 12/31/2018	Job Code SHUTLCA				
		RETRO				-0.01	Z						
		RETRO				0.01	Z						
			0.00										
Check Printed:					Check Amount:	0.00		Direct Deposit:	0.00		Net:	0.00	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201901041		Pay Date 1/4/2019			Period End Date 12/29/2018	Job Code SHUTLCA				
		HOLHR	8.00	17.51	140.08	1		401K	42.65	CASDIEE	7.78		
		OVTPC	5.71	*	49.97	Z		ACV	6.03	CASIT	16.53		
		PDSCK	8.00	17.85	142.80	Z		ADD	0.69	USFIT	66.02		
		REGPC	5.71		99.94	Z		CAN	4.08	USMEDEE	11.28		
		REGPC	24.00		420.25	Z		CHAR5	1.00	USSOC EE	48.22		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
			45.71			853.04			140.86		149.83		
Check Printed:	84247				Check Amount:	0.00		Direct Deposit:	562.35		Net:	562.35	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201901111		Pay Date 1/11/2019			Period End Date 1/5/2019	Job Code SHUTLCA				
		BDAY3	8.00	17.51	140.08	1		401K	49.33	CASDIEE	9.11		
		HOLHR	8.00	17.51	140.08	1		ACV	6.03	CASIT	24.90		
		OVTPC	3.41	*	32.99	Z		ADD	0.69	USFIT	81.24		
		REGPC	3.41		65.97	Z		CAN	4.08	USMEDEE	13.21		
		REGPC	31.37		607.44	Z		CHAR5	1.00	USSOC EE	56.50		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201901111		1/11/2019		1/5/2019		SHUTLCA			Continued from Previous Page	
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.77		986.56				147.54		184.96	
Check Printed:		84434	Check Amount:		0.00	Direct Deposit:		654.06	Net:		654.06		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201901181		1/18/2019		1/12/2019		SHUTLCA				
		OVTTPC	6.69		*	58.58	Z		401K	43.43	CASDIEE	7.93	
		REGPC	6.69			117.17	Z		ACV	6.03	CASIT	17.51	
		REGPC	39.57			692.84	Z		ADD	0.69	USFIT	67.79	
									CAN	4.08	USMEDEE	11.50	
									CHAR5	1.00	USSOCEE	49.18	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				46.26		868.59				141.64		153.91	
Check Printed:		84630	Check Amount:		0.00	Direct Deposit:		573.04	Net:		573.04		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201901251		1/25/2019		1/19/2019		SHUTLCA				
		OVTTPC			*	12.94	Z		401K	45.59	CASDIEE	8.37	
		OVTTPC	7.43		*	68.45	Z		ACV	6.03	CASIT	20.22	
		REGPC	7.43			130.03	Z		ADD	0.69	USFIT	72.72	
		REGPC	40.00			700.40	Z		CAN	4.08	USMEDEE	12.13	
									CHAR5	1.00	USSOCEE	51.86	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 25

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201901251		Pay Date 1/25/2019		Period End Date 1/19/2019		Job Code SHUTLCA		<i>Continued from Previous Page</i>		
			47.43			911.82				143.80		165.30	
Check Printed: 84911		Check Amount:		0.00		Direct Deposit:		602.72		Net:		602.72	
SCHILLER, FRANCISCO	094235	Pay No: 2 BONOT	PerControl 201901251		Pay Date 1/25/2019		Period End Date 1/19/2019		Job Code SHUTLCA				
						88.48	Z		401K	4.42	CASDIEE	0.88	
											CASIT	5.55	
											USFIT	18.49	
											USMEDEE	1.29	
											USSOCEE	5.49	
			0.00			88.48				4.42		31.70	
Check Printed: 84912		Check Amount:		0.00		Direct Deposit:		52.36		Net:		52.36	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201902011		Pay Date 2/1/2019		Period End Date 1/26/2019		Job Code SHUTLCA				
		OVTTPC	9.86		*	86.31	Z		401K	47.97	CASDIEE	8.84	
		REGPC	9.86			172.63	Z		ACV	6.03	CASIT	23.20	
		REGPC	40.00			700.40	Z		ADD	0.69	USFIT	78.13	
									CAN	4.08	USMEDEE	12.81	
									CHAR5	1.00	USSOCEE	54.81	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
			49.86			959.34				146.18		177.79	
Check Printed: 85158		Check Amount:		0.00		Direct Deposit:		635.37		Net:		635.37	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201902081		Pay Date 2/8/2019		Period End Date 2/2/2019		Job Code SHUTLCA				
		OVTTPC	8.69		*	76.09	Z		401K	46.43	CASDIEE	8.53	
		REGPC	8.69			152.17	Z		ACV	6.03	CASIT	21.27	
		REGPC	40.00			700.40	Z		ADD	0.69	USFIT	74.64	
									CAN	4.08	USMEDEE	12.38	
									CHAR5	1.00	USSOCEE	52.91	

Detail Payroll Register

THE ASHLEY COMPANIES

Page 27

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201902221		2/22/2019		2/16/2019		SHUTLCA			Continued from Previous Page	
									LAW	3.81			
									MD1	62.88			
				46.68		937.92				145.11		172.15	
Check Printed:		85792	Check Amount:		0.00	Direct Deposit:		620.66	Net:		620.66		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201903011		3/1/2019		2/23/2019		SHUTLCA				
		OVTTPC		10.10	*	94.65	Z		401K	51.65	CASDIEE	9.58	
		REGPC		10.10		189.30	Z		ACV	6.03	CASIT	27.81	
		REGPC		39.95		748.99	Z		ADD	0.69	USFIT	86.53	
									CAN	4.08	USMEDEE	13.89	
									CHAR5	1.00	USSOCCE	59.37	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.04		1,032.94				149.86		197.18	
Check Printed:		86004	Check Amount:		0.00	Direct Deposit:		685.90	Net:		685.90		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201903081		3/8/2019		3/2/2019		SHUTLCA				
		OVTTPC		10.76	*	103.74	Z		401K	53.24	CASDIEE	9.90	
		PDSCCK		8.50	18.75	159.38	Z		ACV	6.03	CASIT	29.81	
		REGPC		10.76		201.69	Z		ADD	0.69	USFIT	92.49	
		REGPC		32.00		600.00	Z		CAN	4.08	USMEDEE	14.35	
									CHAR5	1.00	USSOCCE	61.35	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 28

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201903081		3/8/2019		3/2/2019		SHUTLCA				
				51.26		1,064.81						Continued from Previous Page	
										151.45		207.90	
Check Printed:		86218	Check Amount:		0.00	Direct Deposit:		705.46	Net:		705.46		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201903151		3/15/2019		3/9/2019		SHUTLCA				
		OVTTPC		6.73	*	63.08	Z		401K	46.96	CASDIEE	8.64	
		REGPC		6.73		126.17	Z		ACV	6.03	CASIT	21.94	
		REGPC		40.00		750.01	Z		ADD	0.69	USFIT	75.85	
									CAN	4.08	USMEDEE	12.52	
									CHAR5	1.00	USSOCEE	53.57	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				46.73		939.26				145.17		172.52	
Check Printed:		86427	Check Amount:		0.00	Direct Deposit:		621.57	Net:		621.57		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201903221		3/22/2019		3/16/2019		SHUTLCA				
		OVTTPC		8.83	*	82.77	Z		401K	49.92	CASDIEE	9.23	
		REGPC		8.83		165.54	Z		ACV	6.03	CASIT	25.64	
		REGPC		40.00		750.01	Z		ADD	0.69	USFIT	82.58	
									CAN	4.08	USMEDEE	13.39	
									CHAR5	1.00	USSOCEE	57.22	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				48.83		998.32				148.13		188.06	
Check Printed:		86654	Check Amount:		0.00	Direct Deposit:		662.13	Net:		662.13		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201903291		3/29/2019		3/23/2019		SHUTLCA				
		OVTPC	6.80	*	63.74	Z		401K	47.06	CASDIEE	8.66		
		REGPC	6.80		127.48	Z		ACV	6.03	CASIT	22.06		
		REGPC	40.00		750.00	Z		ADD	0.69	USFIT	76.07		
								CAN	4.08	USMEDEE	12.55		
								CHAR5	1.00	USSOCEE	53.69		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
					46.80			941.22			145.27		173.03
Check Printed:	86873				Check Amount:	0.00		Direct Deposit:	622.92		Net:	622.92	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201904051		4/5/2019		3/30/2019		SHUTLCA				
		OVTPC	7.34	*	68.78	Z		401K	47.82	CASDIEE	8.81		
		REGPC	7.34		137.56	Z		ACV	6.03	CASIT	23.01		
		REGPC	40.00		750.01	Z		ADD	0.69	USFIT	77.79		
								CAN	4.08	USMEDEE	12.78		
								CHAR5	1.00	USSOCEE	54.62		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
					47.34			956.35			146.03		177.01
Check Printed:	87095				Check Amount:	0.00		Direct Deposit:	633.31		Net:	633.31	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201904121		4/12/2019		4/6/2019		SHUTLCA				
		OVTPC	7.18	*	67.31	Z		401K	47.60	CASDIEE	8.77		
		REGPC	7.18		134.61	Z		ACV	6.03	CASIT	22.73		
		REGPC	40.00		750.00	Z		ADD	0.69	USFIT	77.29		
						CAN	4.08	USMEDEE	12.71				

Detail Payroll Register

THE ASHLEY COMPANIES

Page 30

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201904121		4/12/2019		4/6/2019		SHUTLCA				
									CHAR5	1.00	USSOCEE	54.35	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				47.18		951.92				145.81		175.85	
Check Printed:		87320	Check Amount:		0.00	Direct Deposit:		630.26	Net:		630.26		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201904191		4/19/2019		4/13/2019		SHUTLCA				
		OVTCP	6.12		*	57.35	Z		401K	45.85	CASDIEE	8.42	
		REGPC	6.12			114.70	Z		ACV	6.03	CASIT	20.54	
		REGPC	39.73			744.97	Z		ADD	0.69	USFIT	73.31	
									CAN	4.08	USMEDEE	12.20	
									CHAR5	1.00	USSOCEE	52.19	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				45.85		917.02				144.06		166.66	
Check Printed:		87565	Check Amount:		0.00	Direct Deposit:		606.30	Net:		606.30		
SCHILLER, FRANCISCO	094235	Pay No: 2	PerControl		Pay Date		Period End Date		Job Code				
		BONOT	201904261		4/26/2019		4/20/2019		SHUTLCA				
						112.73	Z		401K	5.64	CASDIEE	1.13	
											CASIT	7.07	
											USFIT	23.56	
											USMEDEE	1.64	
											USSOCEE	6.99	
				0.00		112.73				5.64		40.39	
Check Printed:		87876	Check Amount:		0.00	Direct Deposit:		66.70	Net:		66.70		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201904261	4/26/2019	4/20/2019	SHUTLCA							
			OVTPC		*	9.69	Z	401K	49.17	CASDIEE	9.08		
			OVTPC	7.96	*	74.58	Z	ACV	6.03	CASIT	24.71		
			REGPC	7.96		149.16	Z	ADD	0.69	USFIT	80.88		
		REGPC	40.00		750.00	Z	CAN	4.08	USMEDEE	13.17			
							CHAR5	1.00	USSOCEE	56.30			
							CL2	0.23					
							DN2	11.74					
							EL4	2.77					
							HS2	4.98					
							LAW	3.81					
							MD1	62.88					

Detail Payroll Register

THE ASHLEY COMPANIES

Page 32

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201905101		5/10/2019		5/4/2019		SHUTLCA				
									CHAR5	1.00	USSOC EE	52.41	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				46.07		920.76				144.25		167.64	
Check Printed: 88314			Check Amount:			0.00	Direct Deposit:			608.87		Net:	608.87
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201905171		5/17/2019		5/11/2019		SHUTLCA				
		OVT PC		4.90	*	45.96	Z		401K	42.06	CASDIEE	7.66	
		REG PC		4.90		91.91	Z		ACV	6.03	CASIT	15.78	
		REG PC		37.51		703.26	Z		ADD	0.69	USFIT	64.66	
									CAN	4.08	USMEDEE	11.10	
									CHAR5	1.00	USSOC EE	47.48	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				42.41		841.13				140.27		146.68	
Check Printed: 88580			Check Amount:			0.00	Direct Deposit:			554.18		Net:	554.18
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201905241		5/24/2019		5/18/2019		SHUTLCA				
		OVT PC		9.87	*	92.56	Z		401K	51.38	CASDIEE	9.52	
		REG PC		9.87		185.13	Z		ACV	6.03	CASIT	27.48	
		REG PC		40.00		749.99	Z		ADD	0.69	USFIT	85.93	
									CAN	4.08	USMEDEE	13.81	
									CHAR5	1.00	USSOC EE	59.05	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201905241		Pay Date 5/24/2019		Period End Date 5/18/2019		Job Code SHUTLCA			<i>Continued from Previous Page</i>	
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				49.87		1,027.68				149.59		195.79	
Check Printed:		88763	Check Amount:		0.00	Direct Deposit:		682.30	Net:		682.30		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201905311		Pay Date 5/31/2019		Period End Date 5/25/2019		Job Code SHUTLCA				
		OVTCP	6.17		*	57.82	Z		401K	42.49	CASDIEE	7.74	
		REGPC	6.17			115.64	Z		ACV	6.03	CASIT	16.32	
		REGPC	36.07			676.26	Z		ADD	0.69	USFIT	65.64	
									CAN	4.08	USMEDEE	11.23	
									CHAR5	1.00	USSOC EE	48.01	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				42.23		849.72				140.70		148.94	
Check Printed:		89020	Check Amount:		0.00	Direct Deposit:		560.08	Net:		560.08		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201906071		Pay Date 6/7/2019		Period End Date 6/1/2019		Job Code SHUTLCA				
		HOLHR	8.00		18.75	150.00	1		401K	58.20	CASDIEE	10.89	
		OVTCP	6.47		*	65.96	Z		ACV	6.03	CASIT	38.06	
		REGPC	6.47			131.93	Z		ADD	0.69	USFIT	113.21	
		REGPC	40.00			816.06	Z		CAN	4.08	USMEDEE	15.79	
									CHAR5	1.00	USSOC EE	67.50	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201906071		6/7/2019		6/1/2019		SHUTLCA				
				54.47		1,163.95						Continued from Previous Page	
										156.41		245.45	
Check Printed:		89208	Check Amount:		0.00	Direct Deposit:		762.09	Net:		762.09		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201906141		6/14/2019		6/8/2019		SHUTLCA				
		OVTTPC		4.42	*	41.45	Z		401K	43.72	CASDIEE	7.99	
		REGPC		4.42		82.90	Z		ACV	6.03	CASIT	17.87	
		REGPC		40.00		750.00	Z		ADD	0.69	USFIT	68.45	
									CAN	4.08	USMEDEE	11.58	
									CHAR5	1.00	USSOCEE	49.54	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				44.42		874.35				141.93		155.43	
Check Printed:		89471	Check Amount:		0.00	Direct Deposit:		576.99	Net:		576.99		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201906211		6/21/2019		6/15/2019		SHUTLCA				
		OVTTPC		7.37	*	69.08	Z		401K	47.86	CASDIEE	8.82	
		REGPC		7.37		138.16	Z		ACV	6.03	CASIT	23.06	
		REGPC		40.00		750.00	Z		ADD	0.69	USFIT	77.90	
									CAN	4.08	USMEDEE	12.79	
									CHAR5	1.00	USSOCEE	54.68	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				47.37		957.24				146.07		177.25	
Check Printed:		89703	Check Amount:		0.00	Direct Deposit:		633.92	Net:		633.92		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201906281		6/28/2019		6/22/2019		SHUTLCA					
		OVTPC		11.06	*	107.50	Z		401K	53.25	CASDIEE	9.90		
		REGPC		11.06		207.43	Z		ACV	6.03	CASIT	29.82		
		REGPC		40.00		750.00	Z		ADD	0.69	USFIT	92.51		
									CAN	4.08	USMEDEE	14.35		
									CHAR5	1.00	USSOCEE	61.36		
									CL2	0.23				
									DN2	11.74				
									EL4	2.77				
									HS2	4.98				
									LAW	3.81				
									MD1	62.88				

Detail Payroll Register

THE ASHLEY COMPANIES

Page 36

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201907121		7/12/2019		7/6/2019		SHUTLCA				
									CHAR5	1.00	USSOCEE	73.12	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				56.98		1,254.62				160.94		279.81	
Check Printed:		90334	Check Amount:		0.00	Direct Deposit:		813.87	Net:		813.87		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201907191		7/19/2019		7/13/2019		SHUTLCA				
		MGDRP		2.00	15.00	30.00	Z		401K	52.78	CASDIEE	9.80	
		OVTCP		10.35	*	96.99	Z		ACV	6.03	CASIT	29.23	
		REGPC		10.35		193.98	Z		ADD	0.69	USFIT	90.57	
		REGPC		39.18		734.68	Z		CAN	4.08	USMEDEE	14.22	
									CHAR5	1.00	USSOCEE	60.78	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				51.53		1,055.65				150.99		204.60	
Check Printed:		90600	Check Amount:		0.00	Direct Deposit:		700.06	Net:		700.06		
SCHILLER, FRANCISCO	094235	Pay No: 2	PerControl		Pay Date		Period End Date		Job Code				
		BONOT	201907261		7/26/2019		7/20/2019		SHUTLCA				
						88.66	Z		401K	4.43	CASDIEE	0.89	
											CASIT	5.56	
											USFIT	18.53	
											USMEDEE	1.28	
											USSOCEE	5.50	
				0.00		88.66				4.43		31.76	
Check Printed:		90913	Check Amount:		0.00	Direct Deposit:		52.47	Net:		52.47		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201907261		7/26/2019		7/20/2019		SHUTLCA				
			OVTPC		*	6.93	Z		401K	50.31	CASDIEE	9.31	
			OVTPC	8.86	*	83.08	Z		ACV	6.03	CASIT	26.13	
			REGPC	8.86		166.15	Z		ADD	0.69	USFIT	83.47	
		REGPC	40.00		750.01	Z		CAN	4.08	USMEDEE	13.50		
								CHAR5	1.00	USSOCEE	57.71		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
					48.86		1,006.17			148.52		190.12	
		Check Printed:	90912			Check Amount:	0.00	Direct Deposit:	667.53			Net:	667.53
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908021		8/2/2019		7/27/2019		SHUTLCA				
			OVTPC	10.15	*	95.15	Z		401K	51.77	CASDIEE	9.60	
			REGPC	10.15		190.31	Z		ACV	6.03	CASIT	27.97	
			REGPC	40.00		750.00	Z		ADD	0.69	USFIT	86.81	
								CAN	4.08	USMEDEE	13.92		
								CHAR5	1.00	USSOCEE	59.53		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
					50.15		1,035.46			149.98		197.83	
		Check Printed:	91156			Check Amount:	0.00	Direct Deposit:	687.65			Net:	687.65
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908091		8/9/2019		8/3/2019		SHUTLCA				
			OVTPC	10.71	*	100.42	Z		401K	52.56	CASDIEE	9.76	
			REGPC	10.71		200.84	Z		ACV	6.03	CASIT	28.96	
			REGPC	40.00		749.99	Z		ADD	0.69	USFIT	89.65	
						CAN	4.08	USMEDEE	14.16				

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908091		8/9/2019		8/3/2019		SHUTLCA				
									CHAR5	1.00	USSOCEE	60.51	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.71		1,051.25				150.77		203.04	
Check Printed: 91387		Check Amount: 0.00		Direct Deposit: 697.44		Net: 697.44							
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908161		8/16/2019		8/10/2019		SHUTLCA				
		OVTCP	15.32		*	159.98	Z		401K	59.86	CASDIEE	11.22	
		REGPC	15.32			287.24	Z		ACV	6.03	CASIT	40.84	
		REGPC	40.00			750.00	Z		ADD	0.69	USFIT	120.16	
									CAN	4.08	USMEDEE	16.26	
									CHAR5	1.00	USSOCEE	69.56	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				55.32		1,197.22				158.07		258.04	
Check Printed: 91584		Check Amount: 0.00		Direct Deposit: 781.11		Net: 781.11							
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908231		8/23/2019		8/17/2019		SHUTLCA				
		OVTCP	9.30		*	87.16	Z		401K	51.71	CASDIEE	9.59	
		PDSCK	9.00		19.20	172.80	Z		ACV	6.03	CASIT	27.89	
		REGPC	9.30			174.31	Z		ADD	0.69	USFIT	86.68	
		REGPC	32.00			600.00	Z		CAN	4.08	USMEDEE	13.91	
									CHAR5	1.00	USSOCEE	59.45	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908231		8/23/2019		8/17/2019		SHUTLCA			Continued from Previous Page	
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.30		1,034.27				149.92		197.52	
Check Printed:		91805	Check Amount:		0.00	Direct Deposit:		686.83	Net:		686.83		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201908301		8/30/2019		8/24/2019		SHUTLCA				
		MGDRP	3.00	15.00	45.00	Z			401K	54.83	CASDIEE	10.21	
		OVTCP	10.72	*	100.52	Z			ACV	6.03	CASIT	32.42	
		REGPC	10.72		201.04	Z			ADD	0.69	USFIT	99.12	
		REGPC	40.00		750.01	Z			CAN	4.08	USMEDEE	14.81	
									CHAR5	1.00	USSOCEE	63.32	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				53.72		1,096.57				153.04		219.88	
Check Printed:		92026	Check Amount:		0.00	Direct Deposit:		723.65	Net:		723.65		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201909061		9/6/2019		8/31/2019		SHUTLCA				
		OVTCP	8.83	*	82.76	Z			401K	49.91	CASDIEE	9.23	
		REGPC	8.83		165.51	Z			ACV	6.03	CASIT	25.64	
		REGPC	40.00		750.00	Z			ADD	0.69	USFIT	82.57	
									CAN	4.08	USMEDEE	13.38	
									CHAR5	1.00	USSOCEE	57.22	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201909061		9/6/2019		8/31/2019		SHUTLCA				
				48.83		998.27				148.12		188.04	
<i>Continued from Previous Page</i>													
Check Printed:	92246				Check Amount:	0.00		Direct Deposit:	662.11		Net:	662.11	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201909131		9/13/2019		9/7/2019		SHUTLCA				
		ADVAC		8.00	20.82	166.56	Z		401K	58.31	CASDIEE	10.91	
		HOLHR		8.00	18.75	150.00	1		ACV	6.03	CASIT	38.24	
		MGRDP		1.00	15.00	15.00	Z		ADD	0.69	USFIT	113.67	
		OVTTPC		8.99	*	87.94	Z		CAN	4.08	USMEDEE	15.82	
		REGPC		8.99		168.50	Z		CHAR5	1.00	USSOCEE	67.64	
		REGPC		30.84		578.16	Z		CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				56.82		1,166.16				156.52		246.28	
Check Printed:	92465				Check Amount:	0.00		Direct Deposit:	763.36		Net:	763.36	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201909201		9/20/2019		9/14/2019		SHUTLCA				
		OVTTPC		14.02	*	133.61	Z		401K	57.32	CASDIEE	10.71	
		REGPC		14.02		262.88	Z		ACV	6.03	CASIT	36.60	
		REGPC		40.00		750.00	Z		ADD	0.69	USFIT	109.56	
									CAN	4.08	USMEDEE	15.53	
									CHAR5	1.00	USSOCEE	66.41	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				54.02		1,146.49				155.53		238.81	
Check Printed:	92688				Check Amount:	0.00		Direct Deposit:	752.15		Net:	752.15	

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201909271		9/27/2019		9/21/2019		SHUTLCA				
		OVTPC	8.76	*	85.68	Z		401K	49.99	CASDIEE	9.25		
		REGPC	8.76		164.20	Z		ACV	6.03	CASIT	25.74		
		REGPC	40.00		749.99	Z		ADD	0.69	USFIT	82.76		
								CAN	4.08	USMEDEE	13.40		
								CHAR5	1.00	USSOCEE	57.32		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
					48.76			999.87			148.20		188.47
Check Printed: 92912			Check Amount:			0.00	Direct Deposit:			663.20		Net:	663.20
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201910041		10/4/2019		9/28/2019		SHUTLCA				
		MGDRP	1.00	15.00	15.00	Z		401K	51.50	CASDIEE	9.55		
		OVTPC	9.42	*	88.31	Z		ACV	6.03	CASIT	27.62		
		REGPC	9.42		176.63	Z		ADD	0.69	USFIT	86.18		
		REGPC	40.00		750.00	Z		CAN	4.08	USMEDEE	13.85		
								CHAR5	1.00	USSOCEE	59.19		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				
					50.42			1,029.94			149.71		196.39
Check Printed: 93143			Check Amount:			0.00	Direct Deposit:			683.84		Net:	683.84
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201910111		10/11/2019		10/5/2019		SHUTLCA				
		OVTPC	8.92	*	83.61	Z		401K	50.04	CASDIEE	9.26		
		REGPC	8.92		167.22	Z		ACV	6.03	CASIT	25.80		
		REGPC	40.00		750.00	Z		ADD	0.69	USFIT	82.87		
						CAN	4.08	USMEDEE	13.42				

Detail Payroll Register

THE ASHLEY COMPANIES

Page 42

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201910111		10/11/2019		10/5/2019		SHUTLCA				
									CHAR5	1.00	USSOCEE	57.38	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				48.92		1,000.83				148.25		188.73	
Check Printed: 93378			Check Amount:			0.00	Direct Deposit:			663.85		Net:	663.85
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201910181		10/18/2019		10/12/2019		SHUTLCA				
		OVT	16.11		*	176.41	Z		401K	61.42	CASDIEE	11.53	
		REGPC	16.11			302.00	Z		ACV	6.03	CASIT	43.45	
		REGPC	40.00			750.00	Z		ADD	0.69	USFIT	126.68	
									CAN	4.08	USMEDEE	16.72	
									CHAR5	1.00	USSOCEE	71.49	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				56.11		1,228.41				159.63		269.87	
Check Printed: 93615			Check Amount:			0.00	Direct Deposit:			798.91		Net:	798.91
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201910251		10/25/2019		10/19/2019		SHUTLCA				
		ADVAC	8.00		20.88	167.04	Z		401K	53.23	CASDIEE	9.89	
		OVT			*	9.07	Z		ACV	6.03	CASIT	29.79	
		OVT	10.26		*	96.14	Z		ADD	0.69	USFIT	92.43	
		REGPC	10.26			192.29	Z		CAN	4.08	USMEDEE	14.34	
		REGPC	32.00			600.00	Z		CHAR5	1.00	USSOCEE	61.34	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 43

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201910251		Pay Date 10/25/2019		Period End Date 10/19/2019		Job Code SHUTLCA			<i>Continued from Previous Page</i>	
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.26		1,064.54				151.44		207.79	
Check Printed:		93913	Check Amount:		0.00	Direct Deposit:		705.31	Net:		705.31		
SCHILLER, FRANCISCO	094235	Pay No: 2 BONOT	PerControl 201910251		Pay Date 10/25/2019		Period End Date 10/19/2019		Job Code SHUTLCA				
						85.12	Z		401K	4.26	CASDIEE	0.85	
											CASIT	5.34	
											USFIT	17.79	
											USMEDEE	1.23	
											USSOCEE	5.27	
				0.00		85.12				4.26		30.48	
Check Printed:		93914	Check Amount:		0.00	Direct Deposit:		50.38	Net:		50.38		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201911011		Pay Date 11/1/2019		Period End Date 10/26/2019		Job Code SHUTLCA				
		OVTCP	12.86		*	133.16	Z		401K	53.66	CASDIEE	9.98	
		REGPC	12.86			241.09	Z		ACV	6.03	CASIT	30.47	
		REGPC	37.28			698.93	Z		ADD	0.69	USFIT	94.24	
									CAN	4.08	USMEDEE	14.47	
									CHAR5	1.00	USSOCEE	61.87	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				50.13		1,073.18				151.87		211.03	
Check Printed:		94187	Check Amount:		0.00	Direct Deposit:		710.28	Net:		710.28		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201911081		Pay Date 11/8/2019		Period End Date 11/2/2019		Job Code SHUTLCA				
		ADVAC	8.00		20.99	167.92	Z		401K	52.88	CASDIEE	9.82	
		OVTCP	10.27		*	97.08	Z		ACV	6.03	CASIT	29.35	

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code		<i>Continued from Previous Page</i>			
			201911081		11/8/2019		11/2/2019		SHUTLCA					
		REGPC		10.27		192.58	Z		ADD	0.69	USFIT	90.97		
		REGPC		32.00		599.99	Z		CAN	4.08	USMEDEE	14.25		
									CHAR5	1.00	USSOCEE	60.90		
									CL2	0.23				
									DN2	11.74				
									EL4	2.77				
									EXPPY	-5.00				
									EXSCL	-14.50				
									HS2	4.98				
									LAW	3.81				
									MD1	62.88				
					50.27			1,057.57			131.59		205.29	
		Check Printed:	94418				Check Amount:	0.00	Direct Deposit:	720.69				Net:
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201911151		11/15/2019		11/9/2019		SHUTLCA					
		ADVAC	8.00	21.01	168.08	Z		401K	54.30	CASDIEE	10.11			
		OVTPC	11.31	*	106.00	Z		ACV	6.03	CASIT	31.55			
		REGPC	11.31		212.00	Z		ADD	0.69	USFIT	96.93			
		REGPC	32.00		600.00	Z		CAN	4.08	USMEDEE	14.65			
								CHAR5	1.00	USSOCEE	62.67			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								LAW	3.81					
								MD1	62.88					
					51.31			1,086.08			152.51		215.91	
		Check Printed:	94661				Check Amount:	0.00	Direct Deposit:	717.66				Net:
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201911221		11/22/2019		11/16/2019		SHUTLCA					
		OVTPC	19.03	*	198.93	Z		401K	65.29	CASDIEE	12.30			
		REGPC	19.03		356.81	Z		ACV	6.03	CASIT	49.94			
		REGPC	40.00		750.00	Z		ADD	0.69	USFIT	142.84			
								CAN	4.08	USMEDEE	17.84			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 45

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201911221		11/22/2019		11/16/2019		SHUTLCA				
									CHAR5	1.00	USSOCEE	76.29	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				59.03		1,305.74				163.50		299.21	
Check Printed: 94903			Check Amount:			0.00	Direct Deposit:			843.03		Net:	843.03
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			201911291		11/29/2019		11/23/2019		SHUTLCA				
		OVTCP		11.51	*	107.90	Z		401K	53.68	CASDIEE	9.98	
		REGPC		11.51		215.79	Z		ACV	6.03	CASIT	30.51	
		REGPC		40.00		750.00	Z		ADD	0.69	USFIT	94.34	
									CAN	4.08	USMEDEE	14.48	
									CHAR5	1.00	USSOCEE	61.90	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				51.51		1,073.69				151.89		211.21	
Check Printed: 95146			Check Amount:			0.00	Direct Deposit:			710.59		Net:	710.59
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
		PSBON	201912032		12/3/2019		11/30/2019		SHUTLCA				
						984.45	Z		401K	49.22	CASDIEE	9.84	
											CASIT	61.73	
											USFIT	205.75	
											USMEDEE	14.28	
											USSOCEE	61.03	
				0.00		984.45				49.22		352.63	
Check Printed: 19363			Check Amount:			582.60	Direct Deposit:			0.00		Net:	582.60

Detail Payroll Register

THE ASHLEY COMPANIES

Page 46

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201912061		12/6/2019		11/30/2019		SHUTLCA					
		ADVAC	8.00	21.09	168.72	Z		401K	44.11	CASDIEE	8.07			
		HOLHR	8.00	18.75	150.00	1		ACV	6.03	CASIT	18.35			
		OVTPC	4.66	*	47.57	Z		ADD	0.69	USFIT	69.33			
		REGPC	4.66		87.41	Z		CAN	4.08	USMEDEE	11.69			
		REGPC	22.85		428.41	Z		CHAR5	1.00	USSOCEE	50.02			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								LAW	3.81					
								MD1	62.88					
					43.51			882.11			142.32		157.46	
		Check Printed:	95392				Check Amount:	0.00		Direct Deposit:	582.33		Net:	582.33
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201912131		12/13/2019		12/7/2019		SHUTLCA					
		OVTPC	12.70	*	131.30	Z		401K	55.98	CASDIEE	10.44			
		REGPC	12.70		238.21	Z		ACV	6.03	CASIT	34.34			
		REGPC	40.00		750.01	Z		ADD	0.69	USFIT	103.92			
								CAN	4.08	USMEDEE	15.14			
								CHAR5	1.00	USSOCEE	64.74			
								CL2	0.23					
								DN2	11.74					
								EL4	2.77					
								HS2	4.98					
								LAW	3.81					
								MD1	62.88					
					52.70			1,119.52			154.19		228.58	
		Check Printed:	95643				Check Amount:	0.00		Direct Deposit:	736.75		Net:	736.75
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code					
			201912201		12/20/2019		12/14/2019		SHUTLCA					
		OVTPC	11.71	*	118.90	Z		401K	46.99	CASDIEE	8.64			
		PDSCK	8.00	18.91	151.28	Z		ACV	6.03	CASIT	21.97			
		REGPC	11.71		219.59	Z		ADD	0.69	USFIT	75.90			
		REGPC	24.00		450.00	Z		CAN	4.08	USMEDEE	12.54			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 47

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201912201		Pay Date 12/20/2019		Period End Date 12/14/2019		Job Code SHUTLCA			<i>Continued from Previous Page</i>	
									CHAR5	1.00	USSOCEE	53.60	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				43.71		939.77				145.20		172.65	
Check Printed:		95907	Check Amount:			0.00	Direct Deposit:		621.92	Net:		621.92	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201912271		Pay Date 12/27/2019		Period End Date 12/21/2019		Job Code SHUTLDCA				
		OVTTC		19.91	*	209.92	Z		401K	75.67	CASDIEE	14.38	
		PERS		8.50	21.19	180.12	Z		ACV	6.03	CASIT	70.12	
		REGPC		19.91		373.35	Z		ADD	0.69	USFIT	186.24	
		REGPC		40.00		750.01	Z		CAN	4.08	USMEDEE	20.85	
									CHAR5	1.00	USSOCEE	89.16	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	62.88			
				68.41		1,513.40				173.88		380.75	
Check Printed:		96173	Check Amount:			0.00	Direct Deposit:		958.77	Net:		958.77	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 201912312		Pay Date 12/31/2019		Period End Date 12/31/2019		Job Code SHUTLDCA				
		RETRO				-0.01	Z						
		RETRO				0.01	Z						
				0.00									
Check Printed:			Check Amount:			0.00	Direct Deposit:		0.00	Net:		0.00	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 202001031		Pay Date 1/3/2020		Period End Date 12/28/2019		Job Code SHUTLDCA				
		HOLHR		8.00	18.75	150.00	1		401K	28.91	CASDIEE	5.03	

Detail Payroll Register

THE ASHLEY COMPANIES

Page 48

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS					DEDUCTIONS		TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202001031		1/3/2020		12/28/2019		SHUTLDCA		Continued from Previous Page		
			OVT	3.84	*	35.99	Z	ACV	6.03	CASIT	4.06		
			PDS	9.00	18.91	170.19	Z	ADD	0.69	USFIT	34.38		
			REG	3.84		71.98	Z	CAN	4.08	USMEDEE	7.29		
			REG	8.00		150.00	Z	CHAR5	1.00	USSOC	31.18		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	62.88				

Detail Payroll Register

THE ASHLEY COMPANIES

Page 49

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202001171		1/17/2020		1/11/2020		SHUTLDCA			Continued from Previous Page	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				55.67		1,203.81				177.04		249.81	
Check Printed:		96868	Check Amount:			0.00	Direct Deposit:		776.96	Net:		776.96	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202001241		1/24/2020		1/18/2020		SHUTLDCA				
		OVTTC		21.59	*	233.94	Z		401K	72.60	CASDIEE	13.58	
		REGPC		21.59		404.74	Z		ACV	6.03	CASIT	60.09	
		REGPC		40.00		750.00	Z		ADD	0.69	USFIT	167.57	
		RETRO				3.44	Z		CAN	4.08	USMEDEE	19.69	
		RETRO				5.91	Z		CHAR5	1.00	USSOCEE	84.20	
		RETRO				9.64	Z		CL2	0.23			
		RETRO				10.51	Z		DN2	11.74			
		RETRO				16.05	Z		EL4	2.77			
		RETRO				17.76	Z		HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				61.59		1,451.99				189.45		345.13	
Check Printed:		97110	Check Amount:			0.00	Direct Deposit:		917.41	Net:		917.41	
SCHILLER, FRANCISCO	094235	Pay No: 2	PerControl		Pay Date		Period End Date		Job Code				
		BONOT	202001311		1/31/2020		1/25/2020		SHUTLDCA				
						92.67	Z		401K	4.63	CASDIEE	0.93	
											CASIT	5.81	
											USFIT	19.37	
											USMEDEE	1.34	
											USSOCEE	5.75	
				0.00		92.67				4.63		33.20	
Check Printed:		97442	Check Amount:			0.00	Direct Deposit:		54.84	Net:		54.84	

Detail Payroll Register

THE ASHLEY COMPANIES

Page 50

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS						DEDUCTIONS		TAXES			
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202001311	1/31/2020	1/25/2020	SHUTLDCA							
			OVTPC		*	11.88	Z	401K	43.75	CASDIEE	7.81		
			OVTPC	6.06	*	57.58	Z	ACV	6.03	CASIT	15.68		
			REGPC	6.06		115.16	Z	ADD	0.69	USFIT	65.99		
			REGPC	36.34		690.38	Z	CAN	4.08	USMEDEE	11.33		
								CHAR5	1.00	USSOCEE	48.42		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	81.52				
						</							

Detail Payroll Register

THE ASHLEY COMPANIES

Page 51

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202002141		2/14/2020		2/8/2020		SHUTLDCA				
									CHAR5	1.00	USSOCEE	43.03	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				38.82		787.99				156.25		127.80	
Check Printed:		97969	Check Amount:		0.00	Direct Deposit:		503.94	Net:		503.94		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202002211		2/21/2020		2/15/2020		SHUTLDCA				
		OVT	2.83		*	26.86	Z		401K	34.43	CASDIEE	5.95	
		REG	2.83			53.71	Z		ACV	6.03	CASIT	7.53	
		REG	32.00			607.99	Z		ADD	0.69	USFIT	44.73	
									CAN	4.08	USMEDEE	8.62	
									CHAR5	1.00	USSOCEE	36.87	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				34.83		688.56				151.28		103.70	
Check Printed:		98209	Check Amount:		0.00	Direct Deposit:		433.58	Net:		433.58		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202002281		2/28/2020		2/22/2020		SHUTLDCA				
		OVT	5.27		*	56.52	Z		401K	37.70	CASDIEE	6.60	
		REG	5.27			100.06	Z		ACV	6.03	CASIT	10.27	
		REG	31.45			597.47	Z		ADD	0.69	USFIT	52.20	
									CAN	4.08	USMEDEE	9.57	
									CHAR5	1.00	USSOCEE	40.92	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 52

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 202002281		Pay Date 2/28/2020		Period End Date 2/22/2020		Job Code SHUTLDCA			Continued from Previous Page	
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				36.71		754.05				154.55		119.56	
Check Printed:		98462	Check Amount:			0.00	Direct Deposit:		479.94	Net:		479.94	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 202003061		Pay Date 3/6/2020		Period End Date 2/29/2020		Job Code SHUTLDCA				
		OVTCP	8.33		*	90.32	Z		401K	35.23	CASDIEE	6.11	
		REGPC	8.33			158.35	Z		ACV	6.03	CASIT	8.20	
		REGPC	24.00			456.00	Z		ADD	0.69	USFIT	46.57	
									CAN	4.08	USMEDEE	8.86	
									CHAR5	1.00	USSOCCE	37.87	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				32.33		704.67				152.08		107.61	
Check Printed:		98709	Check Amount:			0.00	Direct Deposit:		444.98	Net:		444.98	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl 202003131		Pay Date 3/13/2020		Period End Date 3/7/2020		Job Code SHUTLDCA				
		BEREV	8.00		19.00	152.00	1		401K	47.62	CASDIEE	8.58	
		OVTCP	6.75		*	64.13	Z		ACV	6.03	CASIT	20.53	
		REGPC	6.75			128.25	Z		ADD	0.69	USFIT	74.81	
		REGPC	32.00			608.00	Z		CAN	4.08	USMEDEE	12.44	
									CHAR5	1.00	USSOCCE	53.22	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			

Detail Payroll Register

THE ASHLEY COMPANIES

Page 53

Apr 15, 2020 1:26 PM

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202003131		3/13/2020		3/7/2020		SHUTLDCA				
				46.75		952.38						Continued from Previous Page	
										164.47		169.58	
Check Printed:		98962	Check Amount:		0.00	Direct Deposit:		618.33	Net:		618.33		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202003201		3/20/2020		3/14/2020		SHUTLDCA				
		OVTTPC		8.28	*	78.67	Z		401K	49.80	CASDIEE	9.02	
		REGPC		8.28		157.34	Z		ACV	6.03	CASIT	23.27	
		REGPC		40.00		760.00	Z		ADD	0.69	USFIT	79.78	
									CAN	4.08	USMEDEE	13.08	
									CHAR5	1.00	USSOCEE	55.93	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				48.28		996.01				166.65		181.08	
Check Printed:		99221	Check Amount:		0.00	Direct Deposit:		648.28	Net:		648.28		
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202003271		3/27/2020		3/21/2020		SHUTLDCA				
		OVTTPC		9.32	*	96.69	Z		401K	36.48	CASDIEE	6.36	
		REGPC		9.32		177.00	Z		ACV	6.03	CASIT	9.25	
		REGPC		24.00		456.00	Z		ADD	0.69	USFIT	49.42	
									CAN	4.08	USMEDEE	9.22	
									CHAR5	1.00	USSOCEE	39.41	
									CL2	0.23			
									DN2	11.74			
									EL4	2.77			
									HS2	4.98			
									LAW	3.81			
									MD1	81.52			
				33.32		729.69				153.33		113.66	
Check Printed:		99478	Check Amount:		0.00	Direct Deposit:		462.70	Net:		462.70		

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202004031		4/3/2020		3/28/2020		SHUTLDCA				
		OVTPC	0.44	*	4.20	Z		401K	22.27	CASDIEE	3.51		
		REGPC	0.44		8.39	Z		ACV	6.03	CASIT	0.88		
		REGPC	22.78		432.83	Z		ADD	0.69	USFIT	17.34		
								CAN	4.08	USMEDEE	5.10		
								CHAR5	1.00	USSOCEE	21.80		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	81.52				
					23.22			445.42			139.12		48.63
Check Printed:	99722				Check Amount:	0.00		Direct Deposit:	257.67		Net:	257.67	
SCHILLER, FRANCISCO	094235	Pay No: 1	PerControl		Pay Date		Period End Date		Job Code				
			202004101		4/10/2020		4/4/2020		SHUTLDCA				
		OVTPC	0.17	*	1.64	Z		401K	23.59	CASDIEE	3.78		
		REGPC	0.17		3.28	Z		ACV	6.03	CASIT	1.43		
		REGPC	24.57		466.89	Z		ADD	0.69	USFIT	20.02		
								CAN	4.08	USMEDEE	5.48		
								CHAR5	1.00	USSOCEE	23.42		
								CL2	0.23				
								DN2	11.74				
								EL4	2.77				
								HS2	4.98				
								LAW	3.81				
								MD1	81.52				
					24.75			471.81			140.44		54.13
Check Printed:	99952				Check Amount:	0.00		Direct Deposit:	277.24		Net:	277.24	

Detail Payroll Register

THE ASHLEY COMPANIES

Select: Company is "ADS - Ashley Distribution Services, Ltd." and Employee(s) is 094235

Sort Order: Period Control(Asc)

Pay Period Range: 201712041 - 202004159

EMPLOYEE		EARNINGS							DEDUCTIONS		TAXES		
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Report Totals:													
		ADVAC		56.00		1,160.56	Z		401K	5,355.84	CASDIEE	1,121.72	
		BDAY3		16.00		290.08	1		ACV	633.15	CASIT	3,403.83	
		BEREV		8.00		152.00	1		ADD	75.21	USFIT	11,053.89	
		BONOT				736.50	Z		CAN	428.40	USMEDEE	1,630.59	
		HOLHR		88.00		1,578.24	1		CHAR5	122.00	USSOCEE	6,972.19	
		MGDRP		7.00		105.00	Z		CL2	25.07			
		OVTTPC		1,205.77*		11,326.42	Z		DN2	1,279.66			
		PDSCCK		61.50		1,121.76	Z		EL4	301.93			
		PERS		8.50		180.12	Z		EXPPY	-5.00			
		PSBON				984.45	Z		EXSCL	-14.50			
		REGPC		5,730.55		103,156.95	Z		HS2	522.90			
		RETRO				132.49	Z		LAW	293.37			
									MD1	7,114.88			
Report Totals:	Number of Pays	135	5,975.55			120,924.57				16,132.91		24,182.22	
						Total Check Amts	4,361.76		Total DDAs:	76,247.68		Total Net:	80,609.44

* Excluded in Total Hours

Based on your security profile, this report only includes the records to which you have been granted access.

EXHIBIT 5



WIRELESS COMMUNICATIONS STIPEND POLICY

Policy

Ashley Distribution Services will offer a non-taxable stipend (allowance) for wireless communication devices including service and equipment to those employees whose duties require the need for a communication device.

Eligible employees will receive a monthly allowance intended to cover business-related costs.

Company-owned phones will be provided for departmental shared cellular phone devices, and employees that primarily work in California, Montana, North Dakota, South Dakota, District of Colombia.

Company-owned phones are to be used for business purposes only. Personal phone use must be conducted on a personally owned device for those employees with company-owned phones.

Wireless communication devices and service plans purchased with the monthly allowance may be used for both personal and business purposes. The allowance is intended to defray the cost of conducting Company business with wireless communication devices and not cover the total cost of a wireless communication plan or usage.

Criteria

The wireless communication stipend is granted per the following criteria:

- The employee's job requires that they work regularly in the field and need to be immediately accessible.
- The employee's job requires that they need to be immediately accessible outside of normal business hours.

Guidelines

Any employee who receives an allowance will be required to have the pertinent contact information (i.e., mobile phone number) published or distributed for Ashley business purposes and agrees, when conducting business communications, to follow all applicable related policies.

The wireless communication device acquired as provided by the criteria above is considered to be the personal property of the employee. Stipends are intended to cover the cost of business-related voice communications.

In the event of a dispute or litigation, the wireless communications device or its records may be subject to inspection and preservation requirements.

Revised 07/15/2013

Allowance

The wireless communication stipend will be provided as non-taxable income to the employee and will not be considered part of the employee's base pay.

An employee is prohibited from continuing to collect a monthly wireless communication stipend when his/her device is no longer active or needed for the performance of the employee's job responsibilities. Therefore, employees on an unpaid leave of absence generally will not be eligible for the stipend during the period of unpaid leave. Simple convenience is not a criterion for granting a wireless communication device stipend.

Approvals, Audits, and Changes

The respective VP (or designee) must review and re-approve the Wireless Communication Stipend Request/Authorization form prior to the start of each fiscal year to confirm the employee's eligibility for the cellular plan allowance or the department's eligibility for the shared cellular phone device.

The Company reserves the right to audit usage to ensure that the stipend is sufficient for the business needs of employees and to ensure that employees receiving the stipend continue to have a business need. By accepting the stipend, employees agree to provide business and personal usage information upon request.

Changes in allowance may be made on an annual basis or as needed based on the employee's job function.

Termination or lay-offs

In the event an employee is terminated, laid-off, goes on leave, or retires; Ashley will not reimburse cellular contract termination fees.

Transitions

Effective immediately, Ashley will no longer purchase any new wireless communication devices or services, nor will any existing wireless communication device contracts be renewed or extended.

Employees that meet the criteria for a stipend need to make arrangements to have the wireless communication device and service prior to receiving the stipend.

Employees must provide new or changed cellular phone numbers to Human Resources within five (5) days of the change.

Revised 07/15/2013

Stipend Amount

The table below will be used to select the most reasonable monthly allowance option, based on the employee role, and the intended usage of the device:

Monthly Plan Option	Allowance Amount	Comments
United States	\$30.00	Voice plan only
United States plus Canada	\$45.00	Voice plan only
*Employees receiving the Canadian stipend must add Canadian plan options to their plan.		

Instructions

1. Read this document and any related policies as directed.
2. Print and sign stipend agreement at the end of this document
3. Have your Driver Care Manager or HR Representative sign the agreement

Your payroll stipend will be applied to your check within two weeks of being submitted to payroll. There will be no pro-rated retroactive payments.

Revised 07/15/2013

Stipend Agreement

Cell Phone Stipends are granted on the condition that the recipient read this Policy, sign this acknowledgment, and abide by all applicable policies. Therefore, by signing below you:

1. Acknowledge receipt of the Wireless Communications Stipend Policy, you have read and understand it, and you agree to abide by its terms.
2. Understand that the Company reserves the right to modify, revoke, amend, or change this policy at any time and that it will interpret this policy in its sole discretion.
3. Agree that nothing in this policy creates an employment contract or changes your at-will status in any way.
4. Acknowledge your obligation to provide usage information upon request.
5. Agree that if you are transferred to a non-exempt (hourly) position this policy will no longer apply and understand that you may not be eligible for a stipend at that time.
6. Agree that you will comply with all applicable safety and traffic rules related to the use of mobile devices while you are performing your duties.

Enter your Information Below:

Phone Number that Stipend is for:	_____ - _____ - _____
Participant Employee Number:	_____
Enter Stipend Amount: (\$30.00 or \$45.00)	\$ _____ .00

Driver Signature

Driver Printed Name

Date

Participant's eligibility for program verified by Driver Care Manager or HR Representative:

Human Resources Signature

Human Resources Printed Name

Revised 07/15/2013

EXHIBIT 6

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.

Based on Ashley's records, your individual Settlement payments are estimated to be:

- Class Payment is estimated to be \$ [REDACTED] (less withholding); and
- PAGA Payment is estimated to be \$ [REDACTED]

(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 [REDACTED] workweeks during the Class Period and you worked [REDACTED] 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 [REDACTED]	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 [REDACTED]	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 [REDACTED]	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 [REDACTED].
PARTICIPATE IN THE FINAL APPROVAL HEARING Hearing is Set For [REDACTED]	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. 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.

ASHLEY WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. What is this Lawsuit about? Page 4
2. What is a class action? Page 4
3. Why is there a Settlement? Page 4
4. Who are the Parties in this Lawsuit? Page 4
5. Who are the Attorneys for the Parties? Page 5

IMPORTANT TERMS OF THE SETTLEMENT

6. What is the Settlement Amount? Page 5
7. How will the Administrator calculate my Payment? Page 6
8. What am I giving up in exchange for my payment? Page 6

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment? Page 7
10. What if I change my address? Page 7
11. How long do I get to cash my settlement payment? Page 7
12. What if I lose my settlement check? Page 8
13. What if my number of workweeks or pay periods is wrong? Page 8

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I exclude myself from the Class portion of the Settlement? Page 8
15. Can I exclude myself from the PAGA portion of the Settlement? Page 8
16. How do I exclude myself from the Settlement? Page 9

OBJECTING TO THE SETTLEMENT

17. Can I object if I do not think the Settlement is Fair? Page 9
18. How do I object to the Settlement? Page 9

THE COURT'S FINAL FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement? .. Page 9
20. Do I need to attend the hearing? Page 10
21. May I speak at the hearing? Page 10

GETTING MORE INFORMATION

22. Who can I contact if I have questions about the Settlement? Page 10

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 \$166,666.67 (33% 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, [Administrator] (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 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 _____ 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 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 Members) 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 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** [REDACTED]. 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 [REDACTED] 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 [REDACTED].

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 [REDACTED] 2024, at [REDACTED] a.m./p.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
(619) 595-3001

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356
(818) 609-0807

Settlement

Administrator

CPT Group, Inc.
Cptgroup.com
(949) 358-0404

EXHIBIT 7