

AMENDED SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiffs Stephanie Aberl (“Aberl”), individually, Diana Vasquez (“Vasquez”), individually, and Shannon Custer (“Custer”), individually, and together in their representative capacity on behalf of all others similarly situated (“*Plaintiffs*”), on the one hand, and defendant Ashley Global Retail, LLC (“*Ashley*” or “*Defendant*”), on the other (collectively, the “*Parties*” or, singularly, a “*Party*”).

RECITALS

A. On April 13, 2022, Plaintiff Aberl filed a putative class action lawsuit against an Ashley affiliate entitled, *Stephanie Aberl v. Ashley Furniture Industries, LLC et al.*, No. 22-cv-505-JLS-NLS (S.D. Cal.) (the “*Federal Court Action*”), asserting false and/or deceptive advertising claims relating to Defendant’s discounts on merchandise on its purported e-commerce website, ashleyfurniture.com. The case was assigned to the Honorable Janis L. Sammartino.

B. The defendant in the Federal Court Action filed a Motion to Compel Arbitration on July 11, 2022. Plaintiff Aberl filed a Non-Opposition to the Motion to Compel Arbitration on August 11, 2022, which motion was granted by the Court on August 12, 2022. The case is currently stayed.

C. Prior to commencement of arbitration proceedings, the Parties participated in a full day mediation before Hon. Edward A. Infante (Ret.) under the auspices of JAMS, where they reached a prospective class-wide settlement. Under the terms of the settlement, Aberl agreed to dismiss the Federal Court Action in the Southern District of California and re-file her claims in the Superior Court of California, County of San Diego (the “*Action*”). As a further condition of settlement, the Parties agreed that Diana Vasquez, a customer of a company-owned brick-and-mortar store in California, would also file claims in the Action as a representative plaintiff. After the Action was filed, plaintiff’s counsel in *Ryan Cornateanu v. Stoneledge Furniture LLC*, No. 21STCV09403 (Cal. Super. Ct.), a putative class action pending in Los Angeles County Superior Court against an Ashley subsidiary, Stoneledge Furniture, LLC (“Stoneledge”), indicated his client would object to the settlement in the Action to the extent there was overlap in the putative classes. Plaintiff Cornateanu moved to certify a class of persons in California who purchased products from Stoneledge’s brick and mortar stores there at certain discounted prices between March 2018 and March 27, 2022. Ashley represents that all of its brick-and-mortar stores in California are owned and operated by its subsidiary, Stoneledge. The putative class in the *Cornateanu* matter is thus, entirely subsumed within the original settlement class proposed in this Action. To prevent any potential conflict between the two matters, the putative settlement class in this Action has been revised to exclude the putative class in the *Cornateanu* matter. Custer, who purchased products from an Ashley company-owned store in Oregon, has joined the Action in the First Amended Complaint as a named plaintiff in addition to Vasquez.

D. Similar to the Federal Court Action, Plaintiffs in the Action (as revised) claim that Ashley deceives consumers by advertising purported discounts on its merchandise. The claims in the Action relate to merchandise sold both on a website and certain brick and mortar stores

(excluding Stoneledge brick and mortar stores in California) that are owned and operated by Ashley or entities affiliated with Ashley.

E. Plaintiffs and their Counsel believe that the claims asserted in the First Amended Complaint (defined below) have merit. Ashley has denied, and continues to deny, any and all allegations of wrongdoing alleged in the Action and believes the claims asserted by Plaintiffs are without merit. Nonetheless, the Parties have concluded that litigation or individual arbitrations for those consumers bound by the terms of an arbitration agreement with Ashley could be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and/or arbitration and the benefits to be obtained under the proposed settlement; the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation; and the likely appeals of any rulings in favor of either Plaintiffs or Ashley.

F. It is now the intention of the Parties, and the objective of this Settlement Agreement, to avoid the costs of trial and/or arbitration and settle and dispose of, fully and completely, any and all claims and causes of action in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Class (defined below) and Ashley agree to the Settlement of the Action, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this Section use terms that are defined later in the section. All defined terms are capitalized:

1.1 As used herein, the term “*Action*” means the lawsuit now styled *Stephanie Aberl, Diana Vasquez, and Shannon Custer v. Ashley Global Retail, LLC*, filed in the Superior Court of California, County of San Diego following the dismissal of the Federal Court Action.

1.2 As used herein, the term “*Claim*” means a request made by a Class Member in order to receive a Voucher pursuant to the procedures stated in Section 3.5.

1.3 As used herein, the term “*Claim Form*” means the form a Class Member must complete and submit to receive a Voucher under this Settlement Agreement. The Claim Form must be substantially similar to the form attached hereto as **Exhibit E**.

1.4 As used herein, the term “*Claimant*” means any Class Member who submits a valid Claim Form under this Agreement.

1.5 As used herein, the term “*Claims Administrator*” means a reputable vendor of the Defendant’s choosing, but subject to approval by Plaintiffs, and any successors to that entity, who shall administer the Notice, Claims, and Settlement relief distribution process provided for in the Settlement Agreement.

1.6 As used herein, the term “*Claims Administrator Costs*” means all costs incurred by the Claims Administrator, including the cost of providing Notice to the Class and administering the Settlement.

1.7 As used herein, the terms “*Class*” and “*Class Members*” mean “All persons in the United States, who during the Class Period purchased one or more products at a price advertised as a discount from a regular or original price at one of Ashley’s corporate owned stores (excluding Stoneledge brick and mortar stores in California) or from Ashley’s e-commerce website ashleyfurniture.com, and who have not received a refund or credit for their purchase(s). Excluded from the Class is Ashley’s Counsel, Ashley’s officers and directors, and the judge presiding over the Action.”

1.8 As used herein, the term “*Class Period*” means online purchases made on ashleyfurniture.com between April 13, 2018, and March 31, 2022, and/or any purchase made in-store from an Ashley corporate owned store (excluding Stoneledge brick and mortar stores in California) between March 9, 2017, and March 31, 2022.

1.9 As used herein, the term “*Class Released Claims*” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which Class Members have or may have, against the Released Parties, arising out of, or relating to, any of the acts, omissions or other conduct by Ashley that has been, or could have been, alleged or otherwise referred to in the First Amended Complaint, or any preceding version thereof filed in the Action, in connection with Plaintiffs’ claims related to the advertisement of discounts from regular or original prices during the Class Period by Ashley, on Ashley’s e-commerce website, ashleyfurniture.com, or within its corporate owned stores (excluding Stoneledge brick and mortar stores in California).

1.10 As used herein, the term “*Class Releasers*” means Plaintiffs and all Class Members who do not timely and sufficiently request to be excluded from the Class and the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.

1.11 As used herein, the term “*Court*” means the Superior Court of California for the County of San Diego.

1.12 As used herein, the term “*Defendant*” means Ashley Global Retail, LLC.

1.13 As used herein, the terms “*Defendant’s Counsel*” and “*Ashley’s Counsel*” mean the law firms of Benesch, Friedlander, Coplan & Aronoff LLP and Williams & Connolly LLP.

1.14 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Ashley’s Counsel, and the Court, to be provided to Class Members via electronic mail pursuant to Section 3.3(b) below. The Email Notice must be substantially similar to the form attached hereto as **Exhibit C**.

1.15 As used herein, the term “*Fairness Hearing*” means the hearing(s) to be held by the Court in the Action to consider and determine whether the proposed Settlement, as contained in this Settlement Agreement, should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

1.16 As used herein, the term “*Federal Court Action*” refers to the lawsuit brought by Plaintiff Aberl against Ashley Furniture Industries, LLC in the Southern District of California bearing Case No. 22-cv-505-JLS-NLS (S.D. Cal.), which lawsuit was voluntarily dismissed without prejudice.

1.17 As used herein, the terms “*Final Order*,” “*Final Approval Order*” and “*Order Granting Final Approval of Class Settlement*” mean the Court order granting final approval of the Settlement in the Action following the Fairness Hearing. The proposed Final Order that Plaintiffs submit to the Court for approval must be substantially similar to the form attached hereto as **Exhibit F**.

1.18 As used herein, the term “*Final Settlement Date*” means two court days after the Final Order and Judgment become “final.” For the purposes of this section, the Final Order and Judgment will become “final” on the date upon which either of the following events occurs: (i) if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed, the expiration of thirty (30) calendar days after notice of the entry of the Final Approval Order and Judgment in the Action is served on the Parties; or (ii) in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment, and the ruling on any objection thereto, are no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise.

1.19 As used herein, the term “*First Amended Complaint*” means the First Amended Complaint Plaintiffs filed in the Action, asserting claims on behalf of Plaintiffs and the Class in connection with Ashley’s pricing of its merchandise.

1.20 As used herein, the term “*Full Notice*” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Ashley’s Counsel, and the Court, to be provided to Class Members at the Settlement Website pursuant to Section 3.3(a) below. The Full Notice must be substantially similar to the form attached hereto as **Exhibit B**.

1.21 As used herein, the terms “*Judgment*” and “*Final Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment. The proposed Judgment that Plaintiffs will submit to the Court for entry must be substantially similar to the form attached hereto as **Exhibit G**.

1.22 As used herein, the term “*Named Plaintiffs*” and “*Plaintiffs*” means Stephanie Aberl in her individual capacity, Diana Vasquez in her individual capacity, and Shannon Custer in her individual capacity.

1.23 As used herein, the term “*Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Ashley’s Counsel, and the Court, to be provided to Class Members, and includes, Email Notice, Full Notice and Publication Notice, as applicable.

1.24 As used herein, the terms “*Plaintiffs’ Counsel*” and “*Class Counsel*” mean the law firm of Lynch Carpenter, LLP.

1.25 As used herein, the terms “*Preliminary Approval Order*” or “*Preliminary Approval and Provisional Class Certification Order*” mean the order provisionally certifying the Class for Settlement purposes only, approving and directing Notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiffs will submit to the Court for its approval must be substantially similar to the form attached hereto as **Exhibit A**.

1.26 As used herein, the term “*Publication Notice*” means a legal notice directing Class Members to the Settlement Website, as approved by Class Counsel, Ashley’s Counsel, and the Court, to be provided to Class Members via print media pursuant to Section 3.3(c) below. The Publication Notice must be substantially similar to the form attached hereto as **Exhibit D**.

1.27 As used herein, the term “*Qualifying Purchase*” means a purchase from Ashley’s e-commerce website ashleyfurniture.com, or a purchase in-store from one of Ashley’s corporate owned stores (excluding Stoneledge brick and mortar stores in California), of one or more products offered at a stated discount from an advertised reference price during the Class Period, which was not returned by, or on behalf of, the purchaser.

1.28 As used herein, the term “*Released Parties*” means Ashley and each of its direct or indirect parents, subsidiaries, wholly owned corporate stores, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with it, or any of them. Expressly not included in this release are any individuals or entities who own and/or operate independent furniture stores bearing the Ashley name or brand—in other words, stores that are not owned by Ashley or its affiliates.

1.29 As used herein, the term “*Response Deadline*” means the deadline by which Class Members must submit a Claim Form, deliver objections, or deliver requests for exclusion. The Response Deadline shall be no later than ninety (90) calendar days after entry of the Preliminary Approval Order.

1.30 As used herein, the term “*Settlement*” means the Settlement of the Action and Class Released Claims on the terms embodied in this Settlement Agreement.

1.31 As used herein, the term “*Settlement Website*” means the website that shall be created for Settlement administration purposes and administered by the Claims Administrator.

1.32 As used herein, the term “*Unknown Claims*” means, *with respect to the Class Released Claims only*, Plaintiffs and the Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

As part of this Agreement, Plaintiffs and the Class Members state that they fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Plaintiffs, the Class Members, and Class Counsel to be true, and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Plaintiffs and the Class Members agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

1.33 As used herein, the term “*Voucher*” or “*Vouchers*” means a voucher good for a purchase through ashleyfurniture.com or at any one of Ashley’s corporate owned stores , for thirty dollars (\$30.00) off a single purchase (no minimum purchase). The Vouchers will apply to the purchase prices that Ashley offers to the general public, will be transferable to others without restriction so long as they are not sold or offered for sale in connection with any transfer. Vouchers will expire after one hundred eighty (180) days from distribution, will not be replaced if lost or stolen, must be used in a single purchase, and will have no residual value if the amount redeemed is less than the Voucher amount.

2. SETTLEMENT TERMS.

2.1 Award to the Class. Ashley shall issue one (1) Voucher worth thirty dollars (\$30.00) that may be used towards the purchase of any item on ashleyfurniture.com or at any Ashley corporate owned store, to each Class Member who timely submits a valid Claim.

2.2 Distribution of Vouchers to Class Members. If the Court approves the Settlement of this Action, Ashley, through the Claims Administrator, shall distribute the Vouchers to the email address, or if none is provided or otherwise available, the physical address that Claimants designate on their Claim Form within sixty (60) calendar days of the Final Settlement Date.

2.3 Compliance with Prevailing Law. Ashley will agree not to knowingly violate the California consumer protection statutes CAL. BUS. & PROF. CODE §§ 17200, *et seq.*, CAL. BUS. & PROF. CODE §§ 17500, *et seq.*, CAL. CIV. CODE §§ 1750, *et seq.* with respect to advertising of discounts from a regular or original price on ashleyfurniture.com and within its corporate owned stores.

2.4 Attorneys’ Fees, and Costs. The Parties acknowledge that Plaintiffs must petition the Court for approval of any award to Class Counsel for attorneys’ fees, and costs. The Parties agree that Class Counsel will not seek an award greater than seven hundred thousand dollars (\$700,000) total for attorneys’ fees and costs. Ashley agrees not to object to Class Counsel’s request for up to a maximum payment of seven hundred thousand dollars (\$700,000). If the Court approves the Settlement of this Action and an award of attorneys’ fees and costs, unless the Court

orders a different timetable, Ashley agrees to pay the amount approved by the Court to Class Counsel upon the occurrence of both of the following events: (i) the Final Settlement Date, and (ii) Class Counsel's delivery to Ashley of the relevant W-9 Form(s). Unless the Court orders a different timetable, any such payment shall be made by thirty (30) calendar days after the occurrence of the later of these events and shall be made to the law firm of Lynch Carpenter, LLP.

2.5 Individual Settlement Award to Named Plaintiffs. The Parties acknowledge that Named Plaintiffs must petition the Court for approval of any award to Named Plaintiffs for an incentive award (the "**Individual Settlement Award**"). Ashley agrees not to object to Named Plaintiffs' requests for an Individual Settlement Award. Named Plaintiffs will seek two thousand five hundred dollars (\$2,500.00) each as an Individual Settlement Award. Ashley will make payment to the Named Plaintiffs care of Lynch Carpenter, LLP. Unless the Court orders a different timetable, Ashley agrees to pay the amount approved by the Court to the Named Plaintiffs upon the occurrence of both of the following events: (i) the Final Settlement Date, and (ii) Class Counsel's delivery to Ashley of the relevant W-9 Form(s). Any such payment shall be made by thirty (30) calendar days after the occurrence of the later of these events and shall be delivered to the law firm of Lynch Carpenter, LLP.

2.6 Reduction in Named Plaintiffs' Individual Settlement Award or Class Counsel's Attorneys' Fees. Named Plaintiffs' Individual Settlement Award and Class Counsel's attorneys' fees and costs are to be paid separate and apart from the award to the Class. A reduction by the Court or by an appellate court of either Plaintiffs' Individual Settlement Awards or Class Counsel's attorneys' fees and costs shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

2.7 No Tax Liability. Under no circumstances will Ashley or Ashley's Counsel have any liability for taxes or tax expenses under this Settlement Agreement. Named Plaintiffs, and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Ashley or Ashley's Counsel.

2.8 Settlement Implementation Costs. Ashley shall bear the costs of providing Notice to the Class in the manner prescribed in Section 3.3 of this Settlement Agreement and the costs associated with independent administration of benefits by the Claims Administrator.

2.9 Release as to All Class Members. Effective immediately upon the Final Approval Order and Judgment becoming final (as described in Section 1.18 above), Class Releasers, and each of them, hereby waive and fully, finally and forever release and discharge any and all Class Released Claims (including Unknown Claims) against all Released Parties, and each of them.

2.10 General Release by Named Plaintiffs. In addition to the releases made by the Class Members set forth in Section 2.9 above, effective immediately upon the Final Approval Order and Judgment becoming final (as described in Section 1.18 above), Named Plaintiffs, and each of their successors, assigns, legatees, heirs, and personal representatives, hereby also waive and fully, finally and forever generally release and discharge the Released Parties, and each of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses,

and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent from the beginning of the world to the date of the Final Order.

In addition, Named Plaintiffs, and each of Named Plaintiffs' respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

Named Plaintiffs, and each of their respective successors, assigns, legatees, heirs, and personal representatives, fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiffs and Class Counsel to be true, and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Named Plaintiffs, and each of their respective successors, assigns, legatees, heirs, and personal representatives, agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

2.11 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. This Settlement Agreement's constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, or deemed to be, evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting Class certification) by any person, including Ashley, and shall not be offered or received in evidence, or requested in discovery in this Action, or any other action or proceeding, as evidence of an admission or concession. Ashley has denied, and continues to deny, each of the claims and contentions alleged by Plaintiffs in the Action. Ashley has repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of the Settlement and this Settlement Agreement.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiffs shall file their motion for preliminary approval of the Settlement Agreement as soon as feasibly possible. The motion for preliminary approval of the Class Action Settlement and provisional Class certification shall request the Court to:

- (a) preliminarily approve this Settlement Agreement.
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Publication Notice, and Claim Form described in Sections 3.3 and 3.5 below, and attached hereto as **Exhibits B - E**;
- (c) set the date and time of the Fairness Hearing;
- (d) provisionally certify the Class under California Rules of Court, rule 3.769(d), for Settlement purposes only;
- (e) stay all proceedings in the Action against Ashley until the Court renders a final decision on approval of the Settlement and sets a briefing schedule for the papers in support of the Final Order;
- (f) conditionally appoint Named Plaintiffs as the Class representatives for Settlement purposes only; and
- (g) conditionally appoint the law firm of Lynch Carpenter, LLP, as Class Counsel for Settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order shall be substantially similar to the form attached hereto as **Exhibit A**. Class Counsel shall draft the motion papers and give Ashley's Counsel drafts of the motion and proposed order for preliminary approval and provisional Class certification to review and in its discretion revise before the motion's filing and service date/deadline. Ashley shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order. The Parties agree that, pending the hearing on the contemplated motion for preliminary approval of the Settlement Agreement and provisional Class certification order: (i) if Ashley has not already filed a responsive pleading, Ashley shall have an extension of time to answer or otherwise respond to the First Amended Complaint in the Action, and; (ii) the Parties shall not propound further discovery. In the event the Court denies preliminary approval of the Settlement Agreement, the Parties agree they will meet and confer regarding next steps consistent with Section 4.2, *infra*.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Ashley and its retained Claims Administrator will provide the Class with Notice of the proposed Settlement by the following methods:

- (a) **Settlement Website.** The Claims Administrator will post the Full Notice on an Internet website ("Internet Posting") specifically created for the Settlement of this Action. The Full Notice shall be substantially similar to the form attached hereto as **Exhibit B**. The Internet Posting will also contain the Claim Form, First Amended Complaint, Settlement Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees, and costs and an Individual Settlement Award, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before thirty (30) calendar days after

entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

(b) Email Notice. Using information available to it, Ashley shall provide last known valid email addresses to the Claims Administrator for Ashley's customers who may be Class Members. The Claims Administrator will send Email Notice that will be substantially similar to the form attached hereto as **Exhibit C** and will provide the web address of the Internet Posting and an email and mailing address to contact the Claims Administrator. Ashley, through the Claims Administrator, will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Claims Administrator shall send multiple Email Notices in its discretion to further the Claims process but in no event will the Claims Administrator email Class Members more regularly than once every seven (7) calendar days. The Parties will request the Court authorize the issuance of Email Notice under this section to those Class Members who have previously opted out of receiving emails from Ashley through any applicable loyalty program, advertisement, financing agreements, or otherwise, so as to ensure notice is provided.

(c) Publication Notice. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Class Counsel, through the Claims Administrator, will publish the Publication Notice in a quarter (1/4) page advertisement of the Settlement in USA Today. The text of the Publication Notice will be substantially similar to the form attached hereto as **Exhibit D**.

3.4 Proof of Notice. No later than ten (10) calendar days before the Fairness Hearing, Ashley and the Claims Administrator will serve upon Class Counsel a declaration confirming that Notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement.

3.5 Claims Procedure.

(a) Class Members. Class Members must submit a complete, valid, and sufficient Claim Form on or before the Response Deadline in order to be included in the distribution of the thirty dollar (\$30.00) Vouchers. The Claim Form shall require the Class Member to confirm via checkbox as follows: "Between April 13, 2018, and March 31, 2022, I made one or more purchases of items on ashleyfurniture.com that was offered at a price advertised as a discount from a regular or original price." or "Between March 9, 2017, and March 31, 2022, I made one or more purchases of items at an Ashley corporate owned store that was offered at a price advertised as a discount from a regular or original price." The words "corporate owned store" on the Claim Form and any electronic notices will be hyperlinked to a list, by state, of Ashley's corporate owned stores (excluding Stoneledge brick and mortar stores in California) where the Class Member may have purchased items during the Class Period and/or may utilize their Voucher after distribution. It will also require Claimants to attest to their purchase via a checkbox declaring: "I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct." Ashley will mail or email a Voucher to Class Members who submit a complete, valid and sufficient Claim Form and do not request to exclude themselves from the Settlement no later than ninety (90) calendar days after the Final Settlement Date.

(b) Date of Submission. The Claim Form may be submitted electronically through the Settlement Website or by U.S. mail. The delivery date of a Claim Form is deemed to be the date the Claim Form is received by the Claims Administrator electronically through the Settlement Website, as evidenced by the electronic transmission receipt, or, if the Claim Form is submitted by the U.S. mail, the date the Claim Form is deposited in the U.S. Mail, as evidenced by the postmark.

3.6 Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims. The Claims Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Claims Administrator may employ adequate and reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims. The Claims Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Claims Administrator to: (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and the Claimant is a Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. The Claims Administrator's decision, including the Claims Administrator's decision regarding whether a Claimant is a Class Member, whether a Claim is valid and timely, and whether a Claim is duplicative or fraudulent, shall be non-appealable, final, and binding upon the Parties and the Claimant.

3.7 Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Vouchers. Ashley and/or the Claims Administrator may review any Voucher presented at Ashley's e-commerce retail website or at one of its corporate owned stores to determine whether it is valid and has not expired, and to prevent the use of duplicate, counterfeit, and fraudulent Vouchers. Ashley and/or the Claims Administrator reserve the right to decline any Voucher that Ashley and/or the Claims Administrator believes is invalid, has expired, is a duplicate, is counterfeit, or is fraudulent. In the event that a Voucher is declined and the Claimant disputes the decision, Ashley or, if the Claims Administrator declined the Voucher, the Claims Administrator, will meet with the Claimant in good faith in an attempt to resolve the dispute.

3.8 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.9 below, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must file written objections with the Court, with copies delivered to the Claims Administrator, Ashley's Counsel and Class Counsel on or before the Response Deadline.

(a) The delivery date of any written objection is deemed to be the date the objection is deposited in the U.S. Mail, as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator, Ashley's Counsel and Class Counsel.

(b) Any written objections must contain: **(i)** the name and case number of the Action; **(ii)** the Class Member's full name, address, and telephone number; **(iii)** the words "Notice of Objection" or "Formal Objection"; **(iv)** in clear and concise terms, the legal and factual arguments supporting the objection; **(v)** attested facts supporting the person's status as a Class Member (e.g., the date and location of his/her Qualifying Purchase(s) and description of item(s) purchased); **(vi)** the Class Member's signature and the date; and

(vii) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge."

(c) Any Class Member who submits a written objection, as described in this section, has the option to, but is not required to, appear at the Fairness Hearing, either in person or through personal counsel, hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If an objecting Class Member (either with or without his or her attorney, or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Class Member's objection must state this intention in a "Notice of Intention to Appear" served on the Claims Administrator, Class Counsel and Ashley's Counsel no later than fifteen (15) calendar days before the Fairness Hearing. If the objecting Class Member intends to appear at the Fairness Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s)' name, address, phone number, email address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear. If the objecting Class Member (or the Class Member's counsel) intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely objections, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorneys' fees and costs.

3.9 Exclusion from the Class. Class Members may elect not to be part of the Class and not to be bound by this Settlement Agreement. To make this election, a Class Member must send a signed letter or postcard to the Claims Administrator, postmarked no later than the Response Deadline, stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he or she does not wish to participate in the Settlement. No later than seven (7) calendar days before the filing date for Plaintiffs' motion in support of the Final Order and Judgment, the Claims Administrator shall serve on Class Counsel and Ashley's Counsel a list of Class Members who have timely and validly excluded themselves from the Class.

3.10 Final Order and Judgment. Before the Fairness Hearing, Plaintiffs shall apply for Court approval of a proposed Final Order and Judgment, substantially similar to the form attached hereto as **Exhibits F-G**. Class Counsel shall draft the motion papers. Ashley shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Judgment. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

(a) finally approve the Settlement Agreement as fair, reasonable and adequate;

(b) finally certify the Class for Settlement purposes only, pursuant to California Code of Civil Procedure § 382;

(c) find that the Notice and the Notice dissemination methodology complied with the Settlement Agreement, California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California Constitution and United States Constitution;

(d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Vouchers, payment of Plaintiffs' Individual Settlement Awards, and payment of Class Counsel's fees and costs;

(e) incorporate the releases set forth in the Settlement Agreement;

(f) dismiss the Action with prejudice; and

(g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, and/or enforcement of the Agreement and/or the Final Order and Judgment, and for any other necessary purpose.

3.11 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4. Nullification of Settlement Agreement.

4.1 Ashley Right to Revoke. Ashley has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the Fairness Hearing if: (i) the Court makes an order inconsistent with any of the terms of this Settlement Agreement (except for an order reducing the Class Counsel's award of attorneys' fees and costs or the Individual Settlement Awards); or (ii) any court following the signing of this Settlement Agreement, but before the Fairness Hearing, certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim described in the Action by potential class members covered by this Settlement; or (iii) more than one thousand (1000) Class Members timely and validly opt out of the Settlement; or (iv) Plaintiffs breach the Settlement Agreement.

4.2 Effect of Agreement if Settlement Is Not Approved. In the event the Court denies preliminary approval of the Settlement Agreement, the Parties will work cooperatively and in good faith to address any concerns raised by the Court so that the preliminary approval will be granted. With that understanding, this Settlement Agreement was entered into only for the purpose of Settlement. If any of the following events occur, and cannot be cured by the Parties working in good faith to address any concerns raised by the Court, then this Settlement Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective *positions status quo ante*, and as if this Settlement Agreement was never executed: (i) Ashley invokes its right to revoke pursuant to Section 4.1 above; (ii) the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties; (iii) the Court does not approve the Settlement or enter the Final Approval Order and Judgment; or (iv) the Final Settlement Date

does not occur for any reason. If any of the afore-described events occurs, then: (i) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Named Plaintiffs as Class representatives, and conditional appointment of Plaintiffs' Counsel as Class Counsel; (ii) the Action will revert to the status that existed before Named Plaintiffs filed their motion for approval of the Preliminary Approval Order; (iii) Plaintiffs' Counsel shall take any and all reasonable steps for the matter to be litigated in federal court rather than state court, including, as necessary, voluntarily dismissing and re-filing the First Amended Complaint in federal court; (iv) Ashley shall retain the right to enforce its arbitration terms against Plaintiffs to require individual arbitrations; and (v) no term or draft of this Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect, or be admissible into evidence, for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Ashley shall retain all its rights to object to the maintenance of the Action as a class action and to enforce its arbitration terms, and nothing in this Settlement Agreement, or other papers or proceedings related to the Settlement, shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action or other form of litigation.

5. ADDITIONAL PROVISIONS.

5.1 No Publicity. Plaintiffs and Class Counsel shall not publicly disparage Defendant, any affiliate of Defendant, or Defendant's Counsel, and shall not directly or indirectly issue any press release, solicit any media inquiries, advertise on their or any other website or otherwise conduct any marketing or publicity efforts, or initiate any contact with Class Members or the public regarding the Settlement, the Federal Court Action, or the Action. If, after the motion for preliminary approval has been publicly filed, Plaintiffs or Class Counsel receives any inquiry from the press regarding this Settlement, they shall make no comment other than to say that the "litigation has been settled to the mutual satisfaction of the Parties." For purposes of this paragraph, the press shall be defined broadly and shall include online news outlets, traditional news outlets (print, radio, and television), blogs, and social media news outlets. Nothing in this paragraph shall prohibit Plaintiffs and Class Counsel from submitting relevant testimony, exhibits, documents, argument and other evidence at the Fairness Hearing.

5.2 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

5.3 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after Plaintiffs' factual investigation and extensive negotiations, including a full day mediation session conducted with the assistance of JAMS Mediator Hon. Edward A. Infante (Ret.).

5.4 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that, except as provided herein, neither Class Released Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.5 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.6 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for, and in the preparation of, this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

5.8 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Class Released Claims and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.9 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

5.10 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.11 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.12 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

5.13 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

5.15 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.16 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

5.17 Execution Date. This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.18 Continuing Jurisdiction. On and after the Final Settlement Date, the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

5.19 Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

5.20 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

5.21 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment.

5.22 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.23 Disposal of the Class List. Within six (6) months after the Final Settlement Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4, after providing Class Counsel at least ten (10) calendar days advance notice of its invocation of this section, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof shall be returned to Ashley by the Claims Administrator.

5.24 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party in connection therewith, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Ashley, to the attention of Ashley’s Counsel, and if to Class Members, to the attention of Class Counsel on their behalf.

| CLASS COUNSEL | ASHLEY’S COUNSEL |
|---|---|
| <p>Todd D. Carpenter, Esq. James B. Drimmer, Esq. LYNCH CARPENTER LLP 1234 Camino del Mar Del Mar, CA 92014</p> | <p>Stephanie A. Sheridan, Esq. Meegan B. Brooks, Esq. BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP 100 Pine Street, Suite 3100 San Francisco. CA 94111 Edward C. Barnidge, Esq. Carol J. Pruski, Esq. WILLIAMS & CONNOLLY LLP 680 Maine Ave, S.W. Washington, D.C. 20024</p> |

5.25 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Publication Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit G: [Proposed] Final Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 6/6/2023 _____

DocuSigned by:

 210289CBA773422

 STÉPHANIE ABERL

Dated: _____

DIANA VASQUEZ

Dated: _____

SHANNON CUSTER

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| CLASS COUNSEL | ASHLEY’S COUNSEL |
|--|---|
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DocuSigned by:

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Dated: _____

SHANNON CUSTER

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STEPHANIE ABERL

Dated: _____

DIANA VASQUEZ

Dated: 6/6/2023 _____

DocuSigned by:

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 SHANNON CUSTER

Dated: _____

ASHLEY GLOBAL RETAIL, LLC

By: _____

Title: _____

CLASS COUNSEL:

Dated: 6/6/2023



Todd D. Carpenter, Esq.
LYNCH CARPENTER LLP

DEFENDANT'S COUNSEL:

Dated: _____

Edward C. Barnidge, Esq.
WILLIAMS & CONNOLLY LLP

Dated: 6/6/2023



ASHLEY GLOBAL RETAIL, LLC

By: Stephen R. Calkins
Title: Chief Legal + Administrative Officer


CLASS COUNSEL:

Dated: _____

Todd D. Carpenter, Esq.
LYNCH CARPENTER LLP

DEFENDANT'S COUNSEL:

Dated: 6/6/2023



Edward C. Barnidge, Esq.
WILLIAMS & CONNOLLY LLP