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FILED
Clerk of the Superior Court
JAN 19 2024
By: A. Carini

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

STEPHANIE ABERL, DIANA VASQUEZ, and
SHANNON CUSTER, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

ASHLEY GLOBAL RETAIL, LLC, a Delaware
limited liability company,

Defendant.

Case No. 37-2023-000115360-CU-BT-NC
[PROPOSED] FINAL JUDGMENT

CAF

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement and Release (“Settlement Agreement”)⁴ entered between Stephanie Aberl, Diana Vasquez, and Shannon Custer (“Plaintiffs”) and Ashley Global Retail, LLC (“Ashley” or “Defendant”) and the Court’s Order Granting Final Approval of Class Settlement.

IT IS ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of Settlement only, of a Class defined as: “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

⁴ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 from the Class is Ashley's Counsel, Ashley's officers and directors, and the judge presiding over
2 the Action." All persons who satisfy the Class definition above are "Class Members." However,
3 persons who timely submitted valid requests for exclusion are not Class Members.

4 2. In the Order Granting Final Approval of Class Settlement, the Court found that the
5 Notice to Class Members provided through email (for Class Members for whom Ashley had a valid
6 email address) and print advertisement was made in compliance with Section 3.3 of the Settlement
7 Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f).

8 3. Plaintiffs Stephanie Aberl, Diana Vasquez, and Shannon Custer are awarded
9 \$2,500 each as an Individual Settlement Award.

10 4. Class Counsel (Lynch Carpenter, LLP) is awarded \$700,000 in attorneys' fees and
11 costs.

12 5. Ashley shall issue to each Class Member who timely submitted a valid Claim Form
13 by the Response Deadline and who did not exclude themselves from the Settlement, one (1) Voucher
14 worth thirty dollars (\$30.00) that may be used towards the purchase of any item on
15 ashleyfurniture.com or at any Ashley corporate owned store (a list of which stores will be made
16 available to all Voucher recipients).

17 6. All Class Members who did not validly and timely request to be excluded from the
18 Settlement, and each of their respective successors, assigns, legatees, heirs, and personal
19 representatives, shall waive and forfeit, and be deemed to have fully, finally and forever released
20 and discharged all manner of action, causes of action, claims, demands, rights, suits, obligations,
21 debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs,
22 expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed
23 or contingent, which they have or may have, arising out of or relating to any of the acts, omissions
24 or other conduct that have or could have been alleged or otherwise referred to in the First Amended
25 Complaint, including any and all claims related in any way to the advertisement of discounts from
26 regular or original prices by Ashley or any of its subsidiaries or affiliates excluding Stoneledge
27 brick and mortar stores in California (including Unknown Claims, as defined in Section 1.32 of
28 the Settlement Agreement) (collectively, "Class Released Claims", as defined in Section 1.9 of

1 the Settlement Agreement) against Ashley and each of its direct or indirect parents, wholly or
2 majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns,
3 partners, privities, and any of their present and former directors, officers, employees, shareholders,
4 agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under
5 or in concert with it, or any of them (collectively "Released Parties").

6 As used in this release, the term "Unknown Claims" means with respect to the Class
7 Released Claims only (as defined in Section 1.9 of the Settlement Agreement), Plaintiffs and the
8 Class Members expressly waive and relinquish, to the fullest extent permitted by law, the
9 provisions, rights and benefits of Section 1542 of the California Civil Code, and any other similar
10 provision under federal or state law, which provides:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
12 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
13 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
14 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

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

22 7. In addition to the releases made by the Class Members set forth above, Plaintiffs
23 make the additional following general release of all claims, known or unknown: Plaintiffs and their
24 successors, assigns, legatees, heirs, and personal representatives release and forever discharge the
25 Released Parties, from all manner of action, causes of action, claims, demands, rights, suits,
26 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses,
27 costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity,
28 fixed or contingent from the beginning of the world through the date of this order.

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

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
7 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
8 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
10 **DEBTOR OR RELEASED PARTY.**

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

17 8. All Class Members are bound by this Final Judgment, by the Order Granting Final
18 Approval of Class Settlement, and by the terms of the Settlement Agreement.

19 NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the
20 Clerk to enter this Final Judgment forthwith.

21 DATED: January 19, 2024

Cynthia A. Freeland
CYNTHIA A. FREELAND
SUPERIOR COURT JUDGE