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**EXHIBIT A**

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is made by and between plaintiff Ryan Cornateanu (“Plaintiff”) and defendant Stoneledge Furniture, LLC (“Stoneledge or Defendant”). The Agreement refers to Plaintiff and Stoneledge collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

**1.1.** “Action” means the Plaintiff’s lawsuit currently captioned as *Ryan Cornateanu v. Stoneledge Furniture, LLC*, initiated on March 9, 2021, and pending in the Superior Court of the State of California, County of Los Angeles, as Case No. 21STCV09403, including Plaintiff’s claims for violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 and 17500 *et seq.*) and the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*).

**1.2.** “Administrator” means a reputable vendor of the Parties’ choosing, weighing both the expense and the efficacy, to ensure that Administrator’s pricing is competitive, and any successors to that entity, who shall be appointed to administer the Settlement.

**1.3.** “Administration Expenses Payment” means the amount the Administrator will be paid 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, and subject to the Court’s approval and award in the Final Approval Order. The Administration Expenses Payment shall be paid separately by Stoneledge.

**1.4.** “Claim” means a request made by a Class Member to receive a monetary pro rata share of the Net Settlement Amount and a Voucher pursuant to the procedures stated in Paragraphs 3.1 and 7.4, below.

**1.5.** “Claimant” means any Participating Class Member who timely submits a valid Claim Form under this Agreement.

**1.6.** “Claim Form” means the form a Class Member must complete and submit to receive a pro rata share of the Net Settlement Amount pursuant to the requirements and procedures set forth in Paragraphs 1.26, 3.1 and 4.4, below, and a Voucher under this Settlement Agreement. The Claim Form must be substantially similar to the form attached hereto as Exhibit E.

**1.7. “Class” or “Settlement Class”** means “all persons within the State of California who purchased products from a Stoneledge store in the State of California during the period from March 9, 2017 to March 27, 2022, where the ‘original price’ or ‘regular price’ was at least 10% greater than the ‘invoice price.’”

**1.8. “Class Counsel”** means Todd Friedman, Adrian Bacon and Matthew Snyder from the Law Offices of Todd M. Friedman, P.C.

**1.9. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”** mean the amounts approved and allocated by the Court to Class Counsel for, respectively, reasonable attorneys’ fees, and reimbursement of reasonable expenses incurred to prosecute the Action, as further described in and pursuant to the requirements and procedures set forth in Paragraphs 3.3 and 3.5, below.

**1.10. “Class Data”** means Class Member identifying information in Stoneledge’s possession, including email of Class Members.

**1.11. “Class Member” or “Settlement Class Member”** means a member of the Class as defined above. Excluded from the Class is Stoneledge’s Counsel, officers and directors, and the judge presiding over the Action.

**1.12. “Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, but not limited to, the National Change of Address database, and, to the extent reasonably necessary, skip traces and/or direct contact by the Administrator with Class Members.

**1.13. “Class Notice”** means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval to be provided to Class Members via electronic mail and/or direct mail in the manner further provided in Paragraph 7.3, below. The Class Notice must be in the form, without material variation, attached hereto as **Exhibit B** (email notice) or **Exhibit C** (direct mail notice), as applicable.

**1.14. “Class Period”** means the period from March 9, 2017 to March 27, 2022.

**1.15. “Class Representative”** means Ryan Cornateanu.

**1.16.** “Class Representative Service Payment” means the payment, if any, approved and awarded by the Court to the Class Representative for initiating the Action and providing services in support of the Action.

**1.17.** “Court” means the Superior Court of California, County of Los Angeles.

**1.18.** “Stoneledge” means named Defendant Stoneledge Furniture, LLC.

**1.19.** “Defense Counsel” means Edward Barnidge, Carol Pruski and Patrick Looby of Williams & Connolly LLP, and Joshua Lichtman of Norton Rose Fulbright US LLP.

**1.20.** “Effective Date” means thirty (30) days after the date by when both of the following have occurred: (a) the Court enters a 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: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) 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 if no appeal is filed; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

**1.21.** “Final Approval” means the Court’s Order Granting Final Approval of the Settlement (The proposed Order Granting Final Approval to be submitted to the Court must be substantially similar to the form attached hereto as **Exhibit F**).

**1.22.** “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

**1.23.** “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. (The proposed Final Judgment to be submitted to the Court must be substantially similar to the form attached hereto as **Exhibit G**).

**1.24.** “Gross Settlement Amount” means seven hundred fifty thousand dollars (\$750,000.00). Neither the Gross Settlement Amount, nor the Net Settlement Amount described in Paragraph 1.26, below, include the value of the Vouchers that Stoneledge will be providing to Class Members who make valid, timely Claims, as defined herein, which will be distributed as described in Paragraphs 3.1, 4.4 and 7.4, below.

**1.25.** “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount (as defined in Paragraph 1.26, below), calculated according to the amount of valid Claims submitted, as further described in Paragraphs 3.1, 4.4 and 7.4, below.

**1.26.** “Net Settlement Amount” means the sum of: (i) the “Gross Settlement Amount”; plus (ii) the difference, if any, between (a) the total amount(s) applied for by Class Counsel as (1) the “Class Counsel Fees Payment” and (2) the “Class Counsel Litigation Expenses Payment” pursuant to Paragraph 3.3, below (up to the combined maximum amount permitted to be applied for of two million dollars (\$2,000,000.00)) and (b) the total amount(s) approved and awarded by the Court as the (1) “Class Counsel Fees Payment” and (2) the “Class Counsel Litigation Expenses Payment” (*i.e.*, if Class Counsel were to apply for a total of two million dollars (\$2,000,000.00) as between the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and the Court were to approve awarding a total of one million two hundred thousand dollars (\$1,200,000.00), then eight hundred thousand dollars (\$800,000.00) would be added to Gross Settlement Amount for purposes of calculating the Net Settlement Amount).

**1.26.1.** The Net Settlement Amount will be used to pay (i) Individual Class Payments, and (ii) the Class Representative Service Payment (if and to the extent approved and awarded by the Court).

**1.26.2.** The Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expense Payment(s) are to be paid separately by Stoneledge (*i.e.*, not from the Net Settlement Amount), as further described in Paragraphs 3.3 and 3.5-3.6, below.

**1.26.3.** The Net Settlement Amount, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Administration Expense Payment(s) are the total amount Stoneledge agrees to pay under the Settlement.

**1.26.4.** The Net Settlement Amount does not include the value of the Vouchers (as defined in Paragraph 1.37, below) that Stoneledge will additionally be providing to Participating Class Members who make valid and timely Claims, as defined herein, which will be distributed as described in Paragraphs 3.1, 4.4 and 7.4, below.

**1.27.** “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.

**1.28. “Participating Class Member”** means any Class Member who has not timely and validly opted out of the Class.

**1.29. “Plaintiff”** means Ryan Cornateanu, the named plaintiff in the Action.

**1.30. “Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.

**1.31. “Preliminary Approval Order”** means the proposed Order Granting Preliminary Approval (a copy of which is attached hereto as **Exhibit A**).

**1.32. “Released Class Claims”** means the claims being released as described in Paragraph 5.4, below.

**1.33. “Released Parties”** means Ashley Global Retail, LLC, Ashley Furniture Industries, LLC, and/or Ashley Homestores, Ltd. (hereafter, collectively, “Ashley”) and Stoneledge, and each of Stoneledge’s or Ashley’s parents, subsidiaries, affiliates, predecessors, successors, assigns, and any of Stoneledge’s or Ashley’s present or former directors, officers, employees, shareholders, attorneys, accountants, and insurers, and all persons acting by, through, under or in concert with any of them.

**1.34. “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.

**1.35. “Response Deadline”** means one hundred twenty (120) days after the entry of the Preliminary Approval Order.

**1.36. “Settlement” or “Class Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

**1.37. “Voucher” or “Vouchers”** means a voucher good for a purchase at any one of Stoneledge’s stores in California, good for thirty-five dollars (\$35.00) off a single purchase (no minimum purchase required). Every Participating Class Member who timely makes a valid Claim shall be entitled to a Voucher. The Vouchers will apply to the purchase prices that Stoneledge offers to the general public and will be fully 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. A maximum of five (5) Vouchers can be used in one transaction.

## 2. RECITALS.

2.1. On March 9, 2021, Plaintiff commenced this Action by filing a Complaint, then styled as *Ryan Cornateanu v. Ashley Homestores, Ltd.*, Los Angeles Superior Court Case No. 21 STCV09403, alleging causes of action for violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 and 17500 *et. seq.*) and of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*). On July 28, 2021, Plaintiff filed a First Amended Complaint in the Action, now styled as *Ryan Cornateanu v. Stoneledge Furniture, LLC*, that amended the Action to name Stoneledge as the defendant in place of Ashley Homestores, Ltd. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.2. The Operative Complaint alleges that Stoneledge advertised its “original prices” or “regular prices” in its California stores at an inflated price, leading Plaintiff and the alleged class members to believe that purchases made based on advertised, displayed or negotiated “discounts” from the “original” or “regular” prices resulted in Plaintiff and the alleged class members receiving a great deal for the money they paid.

2.3. Stoneledge denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged and/or the damages claimed in the Operative Complaint.

2.4. For the next three years, both Parties continued to vigorously litigate this matter, including depositions of both Parties and their retained experts, document productions, a contested Petition for Coordination filed by Plaintiff, and a contested Motion for Class Certification with expert analysis and reports by both sides. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Footlocker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (*Dunk/Kullar*).

2.5. The parties participated in two mediations, with the Hon. Daniel J. Buckley (Ret.) on October 5, 2022, and with the Hon. Anne I. Jones (Ret.) on May 22, 2023. The mediations were not successful in resolving the matter.

**2.6.** On January 18, 2023, Plaintiff filed a motion for class certification, which was contested by Stoneledge. Stoneledge filed its opposition on May 16, 2023. Plaintiff filed a reply on January 19, 2024; and Stoneledge filed a sur-reply on May 10, 2024. The hearing for the motion for class certification was set for May 31, 2024.

**2.7.** On the evening of May 30, 2024, the Parties agreed to a settlement in principle of this matter. The Parties agree that they were fully informed of the potential risks of litigation having conducted extensive analysis of the facts, law and damages issues, as well as having twice mediated with highly qualified experienced retired judges who oversaw complex class action litigation.

**2.8.** The Parties, Class Counsel and Defense Counsel represent that they are not aware of any pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

#### **3.1. Awards to Participating Class Members.**

**3.1.1.** Stoneledge will establish a common fund for the benefit of the Class in the Net Settlement Amount, as defined in Paragraph 1.26, above. Distributions of the entire remaining portion of the Net Settlement Amount after deduction of the Class Representative Service Payment (if and to the extent approved and awarded by the Court) will be made in the form of Individual Class Payment(s) on a pro rata basis to those Participating Class Members who timely make a valid Claim (*i.e.* the amount of the Individual Class Payments shall be calculated by dividing (a) the remaining portion of the Net Settlement Amount after the deduction referenced above, by (b) the total number of valid Claim Forms).

**3.1.2.** Stoneledge shall also issue one (1) Voucher worth thirty-five dollars (\$35.00) to each Participating Class Member who timely submits a valid Claim. Vouchers may be used towards the purchase of any item at any Stoneledge store. Vouchers will be fully 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. A maximum of five (5) Vouchers can be used in one transaction.

**3.2. Distribution of Settlement Benefits to Participating Class Members.** If the Court approves the Settlement of this Action, and the Settlement's Effective Date occurs, Stoneledge, through the Administrator, shall, within the time period set forth in Paragraph 4.4, below, distribute (i) the Individual Class Payments and (ii) Vouchers either electronically or to the physical address that Claimants designate on their Claim Form.

**3.3. Attorneys' Fees and Costs.**

**3.3.1.** Class Counsel will apply for an award of attorneys' fees (the "Class Counsel Fees Payment") and costs (the "Class Counsel Litigation Expenses Payment") outside of the Gross Settlement Amount. Class Counsel agrees to a cap of attorneys' fees and costs and will not apply for an award in excess of two million dollars (\$2,000,000.00) for the combined total of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. This request shall be subject to a motion and will be supported by documented hours worked and costs incurred to date.

**3.3.2.** For the limited purposes of this Settlement, Stoneledge agrees it will not oppose an application by Plaintiff for settlement purposes only for an award of attorneys' fees and costs up to a combined total of two million dollars (\$2,000,000.00). In support of that application, Plaintiff contends that he is the prevailing party in this action, that this action has resulted in the enforcement of an important right affecting the public interest if, that a significant benefit has been conferred on the general public and a large class of persons, that the necessity and financial burden of private enforcement are such as to make an award of fees and costs appropriate, and that such fees should not in the interest of justice be paid out of the recovery. Stoneledge agrees that it will not oppose an application by Plaintiff that he is entitled to seek fees and costs as awarded by the Court under the appropriate standards, including but not limited to those set forth under the CLRA and CCP § 1021.5. Class Counsel agrees to a cap of attorneys' fees and costs and will not seek any amount in excess of two million dollars (\$2,000,000.00). No fees were discussed prior to the class benefits being fully negotiated. Defendant's agreement not to oppose Plaintiff's application for a fee and cost award does not constitute an admission by Defendant that Plaintiff is the prevailing party in the Action.

**3.3.3.** Should the Court approve awards of a Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment in a combined amount that is less than those properly applied for by Class Counsel, then the difference between the combined amount applied for and the

combined amount approved and awarded by the Court shall be added to the Net Settlement Amount for distribution to Participating Class Members in accordance with Paragraphs 1.26 and 3.1.1, above, as opposed to reverting to Stoneledge.

**3.3.4.** Upon the Settlement reaching the Effective Date, and in accordance with the disbursement schedule set forth in Paragraph 4.5, below, the amounts approved and awarded by the Court as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid by Stoneledge separately and in addition to the Net Settlement Amount.

**3.3.5.** The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment (for which Class Counsel will apply to the Court in an amount not to exceed a combined total of two million dollars (\$2,000,000.00)) include, without limitation, all time and expenses expended and to be expended by Class Counsel (including through final judgment and distribution, and any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Stoneledge for any additional work by Class Counsel.

**3.4. Class Representative Service Payment to Plaintiff.** The Parties acknowledge that Plaintiff must petition the Court for approval of any incentive award for providing services as the Class Representative in the Action (the "Class Representative Service Payment"). Stoneledge reserves the right to oppose the petition.

**3.5. Reduction in Class Counsel's Attorneys' Fees.** As detailed further in Paragraph 3.3, above, the Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment are to be paid separately from the award to the Class. In the event the Court or an appellate court reduces either the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, the Net Settlement Amount shall be adjusted accordingly further to Paragraph 1.26, above, the Parties shall remain bound by the Settlement Agreement, and their other rights and obligations shall remain intact.

**3.6. Settlement Implementation Costs.** Stoneledge shall bear the Class Notice Costs and other costs and fees reasonably incurred by the Administrator (and approved by the Court) in connection with the implementation of the Settlement, and shall pay such costs (*i.e.*, the Administration Expenses Payment as defined in Paragraph 1.3, above) separate and apart from the award to the Class. The Administrator will not seek more than three hundred thousand dollars (\$300,000.00) in total Administration Expenses Payment(s) (inclusive of the Class Notice Costs), except for a showing of good cause and as approved by the Court.

**3.7. No Obligation to Fund Settlement Prior to Deadline.** Stoneledge has no obligation to fund the Gross Settlement Amount or the Net Settlement Amount prior to the deadline stated in Paragraph 4.3, below.

**3.8. No Reversion.** None of the Gross Settlement Amount or Net Settlement Amount will revert to Stoneledge.

**3.9. Compliance with Prevailing Law.** Stoneledge will agree not to knowingly violate the California consumer protection statutes Cal. Bus. & Prof. Code §§ 17200, *et seq.*, and §§ 17500, *et seq.*, or Cal. Civ. Code §§ 1750, *et seq.*, with respect to advertising of discounts from a “regular” or “original” price within its California stores.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

**4.1. Class Data.** Based on a review of its records to date, Stoneledge and Plaintiff estimate there are approximately one million three hundred thousand twenty-two six hundred fifty-nine (1,322,659) Class Members. Stoneledge shall cooperate in good faith in providing records or data reasonably necessary for Class Counsel to seek settlement approval and/or for the administration of the terms of the Settlement.

**4.2. Delivery of Class Data.** Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Stoneledge will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or other similar readable file format. 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. Stoneledge has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data materially 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 Stoneledge 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 Net Settlement Amount.** Unless the Court orders a different timetable, Stoneledge shall transmit to the Administrator sufficient funds to fully fund the Net Settlement Amount no later than twenty-one (21) days after the Effective Date.

**4.4. Payments from the Net Settlement Amount.** Unless the Court orders a different timetable, within forty-five (45) days after Stoneledge funds the Net Settlement Amount, the Administrator will:

**4.4.1.** Calculate the respective portion(s) of the Net Settlement Amount allocable to (i) any Class Representative Service Payment (if and to the extent approved and awarded by the Court) and, then, (ii) the Individual Class Payments; and thereafter;

**4.4.2.** Calculate, based on the number of valid Claims submitted by Participating Class Members, the amounts of the Individual Class Payments in accordance with the pro rata share formula set forth in Paragraphs 1.26 and 3.1.1, above; and thereafter;

**4.4.3.** Provide checks for the Individual Class Payments to the Claimants (in the manner further specified in Paragraphs 3.2 and 4.6-4.7) and for the Class Representative Service Payment to Plaintiff (if and to the extent approved and awarded by the Court); and

**4.4.4.** Distribute the Vouchers to the Claimants (in the manner further specified in Paragraph 3.2, above).

**4.5. Disbursement of Class Counsel Fees and Expenses Payments.** Disbursement of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment by Stoneledge and the Class Representative Service Payment (if and to the extent approved and awarded by the Court) by the Administrator shall not precede disbursement of Individual Class Payments, and shall be made only following delivery to Stoneledge of the relevant W-9 forms for Class Counsel and Plaintiff.

**4.6. Disbursement of Individual Class Payments.** The Administrator will issue checks for the Individual Class Payments. Claimants will have the option to receive checks electronically or via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (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. Before mailing any checks, the Administrator may update the recipients' mailing addresses using the National Change of Address Database.

**4.7. Undelivered Class Payments.** In the event that any Claimant's check is returned undelivered without USPS forwarding address, the Administrator must, within fourteen (14) days, conduct a Class Member Address Search and re-mail a check 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 Claimants whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Claimant whose original check was lost or misplaced, if requested by the Claimant prior to the void date.

**4.8. Cy Pres.** For any Claimant whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). Plaintiff's proposed Cy Pres Recipient is National Consumer Law Center. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

## **5. RELEASES BY PLAINTIFF AND CLASS MEMBERS.**

**5.1. Plaintiff's Release.** Upon the Effective Date, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, hereby waive, release and discharge Released Parties from 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, from the beginning of the world to the date of the Final Judgment ("Plaintiff's Release").

**5.2. Different or Additional Facts or Law.** Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

**5.3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.*

**5.4. Release by Participating Class Members.** Upon the Effective Date, all Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, hereby waive, release and discharge Released Parties from 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 that Participating Class Members have or may have, whether or not alleged or otherwise referred to, in the Operative Complaint, arising out of, or relating to, the acts, omissions or other conduct by Stoneledge or Ashley during the Class Period concerning the advertisement, display or disclosure of discounts (including, but not limited to, represented discounts from purported "original" or "regular" prices, "manager's specials," or any and all "savings" on purchases) on products sold or offered for sale by Stoneledge or Ashley, including by any brick-and-mortar store owned by Stoneledge or Ashley, or by Ashley's e-commerce website, ashleyfurniture.com ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for personal injury, product defects, warranty claims, debt collection violations, discrimination or claims based on transactions or purchases occurring outside the Class Period.

## **6. PRELIMINARY APPROVAL.**

**6.1. Motion For Preliminary Approval.** Plaintiff shall prepare (subject to Defendant's right to timely review and comment on, as described further in Paragraph 6.3, below) a motion for preliminary approval of the Settlement, including provisional certification of the Class for settlement purposes only pursuant to California Rules of Court, Rule 3.769(d) ("Motion for Preliminary Approval").

**6.2. Stoneledge's Declaration in Support of Preliminary Approval.** Within fourteen (14) days of the full execution of this Agreement, Stoneledge will prepare and deliver to Class Counsel a signed Declaration from Stoneledge and Defense Counsel disclosing all facts (if any) relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Stoneledge shall aver

that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

**6.3. 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; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator and/or the proposed Cy Pres Recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

**6.4. 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 by meeting in person or by telephone, and in good faith, 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 by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

**7.1. Selection of Administrator.** Defendant, with Class Counsel's input, has selected Kroll Settlement Administration to serve as the Administrator and verified that, as a condition of appointment, it 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. Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

**7.3. Notice to Class Members.** Subject to and following the Court's entering the Preliminary Approval Order, the Parties agree that Stoneledge and the Administrator will provide the Class with Notice of the proposed Settlement in accordance with the following:

**7.3.1. Receipt of Class Data.** No later than seven (7) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the data has been received and state the number of Class Members.

**7.3.2. Email Notice.** Using information available to it, Stoneledge shall provide last known valid email addresses to the Administrator for Stoneledge's customers who may be Class Members. The Administrator will send to each of the listed email addresses the legal notice summarizing the proposed Settlement terms, in a form substantially similar to that attached hereto as **Exhibit B**, as approved by Class Counsel, Defense Counsel and the Court ("Email Notice"), and will provide therein the web address of the Internet Posting and an email and mailing address to contact the Administrator. Stoneledge, through the Administrator, will provide the Email Notice on or before sixty (60) days after entry of the Preliminary Approval Order. The Claims Administrator shall send two rounds of Email Notice to further the Claims process and drive participation. 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 to those Class Members who have previously opted out of receiving emails from Stoneledge through any applicable loyalty program, advertisement, financing agreements, or otherwise, so as to ensure notice is provided.

**7.3.3. Mail Notice.** If the administrator is not in possession of a valid email address for a Class Member or receives a bounce back indicating the Email Address is no longer in service or use, the administrator shall transmit to all such Class Members identified in the Class Data without a valid email address a similar Class Notice via first-class United States Postal Service ("USPS") mail substantially in the form attached to this Agreement as



**Exhibit C**, as approved by Class Counsel, Defense Counsel and the Court (“Direct Mail Notice”). Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

**7.3.4. Settlement Website.** Unless otherwise ordered by the Court, within sixty (60) days after entry of the Preliminary Approval Order, the Administrator will establish and create an internet website specifically for the Settlement of this Action (the “Settlement Website”) and post thereon the legal notice summarizing the proposed Settlement terms, in the form substantially similar to that attached hereto as **Exhibit D**, as approved by Class Counsel, Defense Counsel and the Court (the “Internet Posting”). The Internet Posting and Settlement Website will meet the further conditions set forth in Paragraph 7.7.1, below.

**7.3.5. Class Member Contact.** If the Administrator, Stoneledge 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 person or by telephone, and 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 a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after that individual’s receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

#### **7.4. Claims Process.**

**7.4.1. Claim Form Submission.** Participating Class Members must submit a complete, valid, and sufficient Claim Form on or before the Response Deadline (*i.e.*, within one hundred twenty (120) days of entry of the Preliminary Approval Order) in order to be included in the calculation and payment of Individual Class Payments from the Net Settlement Amount, and in the distribution of the Vouchers. The Claim Form shall require the Claimant to confirm via checkbox as follows: “Between March 9, 2017 and March 27, 2022, I made one or more purchases of items from a Stoneledge store in California where the ‘original’ or ‘regular’ price was at least 10% greater than the ‘invoice price.’” A list of Stoneledge’s stores (which operate under the Ashley HomeStore name) will be made available on the Settlement Website. The Claim Form will also require the Claimant 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.”

**7.4.2. Date of Submission.** The Claim Form may be submitted electronically through the Settlement Website, by email, 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 Administrator electronically through the Settlement Website or via email, 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.

**7.4.3. Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims.** The Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Administrator's review shall include assessment of the Claimant's membership in the Class by comparing the Claimant's identifying information with the Class Data provided by Stoneledge and used to provide direct notice. In cases of Claims which cannot be verified from such records, the Administrator may request documentation, such as proof of purchase from the Claimant, or other proof of Class Membership. The Administrator shall employ adequate and reasonable procedures and standards to prevent the approval of duplicative and/or fraudulent Claims. The Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Administrator to: (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and that the Claimant is a Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. The Administrator's decision, including the 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.

**7.4.4. Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Vouchers.** Stoneledge and/or the Administrator may review any Voucher presented for use at a Stoneledge store to determine whether it is valid and has not expired, and to prevent the use of duplicate, counterfeit, and fraudulent Vouchers. Stoneledge and/or the Administrator reserve the right to decline any Voucher that they believe is invalid, has expired, is a duplicate, is counterfeit, is fraudulent, or was obtained in violation of the terms of this Agreement (*e.g.*, was offered for sale as part of a transfer). In the event that a Voucher is declined and the person presenting the Voucher disputes the decision, Stoneledge or, if the Administrator declined the Voucher, the Administrator, will meet with the Claimant in good faith in an attempt to resolve the dispute and will consult with Class Counsel and Defense Counsel.

## **7.5. Requests for Exclusion (Opt-Outs).**

**7.5.1.** Class Members who wish to exclude themselves from (opt-out of), and not be bound by, the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (*i.e.*, one hundred twenty (120) days after the date of entry of the Preliminary Approval Order). 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 herein. 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 Paragraph 5.4, above, regardless whether the Participating Class Member actually receives the Class Notice or is opposed 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 nor a Voucher, and shall not have the right to object to the class action components of the Settlement.

## **7.6. Objections to Settlement.**

**7.6.1** Only Participating Class Members may object to 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 (if and to the extent approved and awarded by the Court).

**7.6.2.** Participating Class Members may object in writing, provided that they do so by filing their objections with the Court and sending a copy to the Administrator, Class Counsel, and Defense Counsel, by fax, email, or mail, no later than the Response Deadline. Any written objections must contain: (i) the Class Member's full name, current address, and telephone number; (ii) attested facts supporting the person's status as a Class Member; (iii) the reasons for the objection (with any documents supporting the objection attached to such written objection); and (iv) the Class Members' signature.

**7.6.3.** In the alternative, any Participating Class Members may appear in Court (or hire at their personal expense an attorney to appear in Court) at the Final Approval Hearing to present verbal objections. If the objecting Participating Class Member (or the objecting Participating Class Member's counsel) intends to request the Court to allow the Participating Class Member to call witnesses at the Final Approval Hearing, they must file and serve on the Administrator, Class Counsel, and Defense Counsel a list of any such witnesses and a summary of each witness's expected testimony.

**7.7. 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.

**7.7.1. Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use the Settlement Website to post information of interest to Class Members in addition to the Internet Posting pursuant to Paragraph 7.3.4, above, including the date, time and location for the Final Approval Hearing, and copies of the First Amended Complaint, the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Claim Form, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment and Class Representative Service Payment (if and to the extent approved and awarded by the Court), the Final Approval and the Judgment. The Administrator will also maintain a means by which to submit Claim Forms through the Settlement Website pursuant to Paragraph 7.3.4, above, and maintain and monitor an email address through which to receive Class Member faxes and emails (including emails of Claim Forms pursuant to Paragraph 7.4.2, above), and a toll-free telephone number to receive Class Member calls. The Website shall be maintained through the date of expiration of Vouchers.

**7.7.2. 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 seven (7) 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).

**7.7.3. Weekly Reports.** The Administrator may 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 received, and objections received (“Weekly Report”).

**7.7.4. 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 distribution of Class Notice, the number of Class Notices returned as undelivered, 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.

**7.7.5. Final Report by Settlement Administrator.** Within fourteen (14) days after the Administrator disburses all funds in the Net Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing all disbursements and/or 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. STONELEDGE'S RIGHT TO WITHDRAW AND TERMINATE.**

**8.1.** If the number of timely and valid Requests for Exclusion identified in the Exclusion List exceeds three thousand (3,000) Class Members, Stoneledge may, but is not obligated to, elect to terminate and withdraw from the Settlement. Stoneledge must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**8.2.** Stoneledge may elect, but is not obligated to elect, to terminate and withdraw from the Settlement if: (i) the Court makes an order inconsistent with the terms of this Settlement Agreement, including awarding in excess of two million dollars (\$2,000,000.00) in total for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; or (ii) any court following the signing of this Agreement, but before the Final Approval Hearing, certifies, whether on a conditional basis or not, a class, collective or representative action involving a claim encompassed in the Action by potential class members who would qualify as Class Members under this Settlement; or (iii) Plaintiff breaches this Agreement.

**8.3.** The Parties agree that, if Stoneledge exercises its right to terminate and withdraw from the Settlement pursuant to Paragraphs 8.1 or 8.2, above, then the Settlement shall be void ab initio and have no force or effect whatsoever, the Parties shall be restored to their respective positions prior to execution of this Agreement, the additional provisions in Paragraph 11.1, below, shall apply, and neither Party will have any further obligation to perform under this Agreement.

## **9. MOTION FOR FINAL APPROVAL.**

**9.1. Plaintiff's Obligation.** 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 Proposed Order Granting Final Approval and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel, in a form substantially similar to those attached hereto as **Exhibits F and G**, not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

**9.2. 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.

**9.3. 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 Payment, 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, and in such case the Parties shall remain bound by the Settlement Agreement and no duty to revise shall arise.

**9.4. 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 the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

**9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the appellate 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.

**10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

## **11. ADDITIONAL PROVISIONS.**

**11.1. 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 Stoneledge that any of the allegations in the Operative Complaint have merit or that Stoneledge has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Stoneledge's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. Neither this Agreement (whether approved or not approved) nor any proceedings or discussions related to this Agreement shall be admissible in any court or tribunal in any jurisdiction as evidence of any liability or wrongdoing, or as evidence that class certification is appropriate, except to the extent necessary to consummate or enforce the Settlement and for the sole purpose of consummating or enforcing the Settlement.

**11.1.1. Effect of Non-Approval.** If (a) the Court does not grant Preliminary Approval or Final Approval or enter Judgment for any reason, (b) Stoneledge exercises its rights to terminate and withdraw from the Settlement pursuant to Paragraph 8, above, and/or (c) the Effective Date of the Settlement otherwise fails to occur, and the Parties, having fulfilled their duties (only potentially applicable under (a) or (c)) to cooperate in good faith to attempt to allay the Court's concerns pursuant to Paragraphs 6.4 and 9.3, above, are unable to reach agreement, this Settlement shall be void ab initio and have no force or effect whatsoever and the Parties shall be restored to their respective positions prior to execution of this Agreement. If any of the foregoing events occurs, then: (i) any Preliminary Approval Order, Final Approval Order or Judgment that may have been entered, and all of its terms, will be vacated by its own terms, including, but not limited to, any preliminary, conditional or final certification of the Class; (ii) the Action will revert to the status that existed before Plaintiff filed the Motion for Preliminary Approval; (iii) Stoneledge reserves the right to contest certification of any class for any reason, and Stoneledge reserves all available defenses to the claims in the Action; (iv) Plaintiff reserves the right to move for class certification on any grounds available and to contest Stoneledge's defenses; and (v) the Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, and shall not be used as evidence of or in support of argument by any Party, including with respect to the merits, any remedy, or whether the Action may properly be maintained as a class action.

**11.2. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Stoneledge 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, Stoneledge 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, with any 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.

**11.3. 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.

**11.4. 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.

**11.5. Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Stoneledge, 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.

**11.6. 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.

**11.7. 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.

**11.8. No Tax Advice or Liability.** Neither Plaintiff, Class Counsel, Stoneledge 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. Released Parties shall have no responsibility or liability for the withholding of, or payment of, any taxes or amounts that may be owed as taxes, federal, state, or otherwise, by any Claimant as a result of accepting any Individual Class Payment or Voucher hereunder, by Plaintiff as a result of accepting a Class Representative Service Payment hereunder (if and to the extent approved and awarded by the Court), or by Class Counsel as a result of accepting the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment hereunder; any and all such tax liabilities and/or obligations, if any, shall be the sole and exclusive responsibility of the recipients of such payments.

**11.9. 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.

**11.10. Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

**11.11. 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.

**11.12. 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.

**11.13. 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.

**11.14. Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Stoneledge 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 payout of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from Stoneledge unless, prior to the Court's discharge of the Administrator's obligation, Stoneledge makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

**11.15. Headings.** The descriptive heading of any paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

**11.16. 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.

**11.17. Notice.** 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 herewith, shall be in writing and delivered personally or sent by registered or certified U.S. mail, postage prepaid, if to Stoneledge, to the attention of Stoneledge's Counsel, and if to Class Members, to the attention of Class Counsel on their behalf, addressed as follows:

CLASS COUNSEL	STONELEDGE'S COUNSEL
Todd M. Friedman Esq. Adrian Bacon, Esq. Matthew Snyder Esq LAW OFFICES OF TODD M	Edward C. Barnidge, Esq. Carol J. Pruski, Esq. Patrick Looby, Esq. WILLIAMS & CONNOLLY LLP

FRIEDMAN, P.C. 21031 Ventura Blvd Suite 340 Woodland Hills, CA 91364	680 Maine Ave, S.W. Washington, D.C. 20024  Joshua Lichtman NORTON ROSE FULBRIGHT US 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071, United States
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**11.18. Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or 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.

**11.19. 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 pursuant to CCP section 583.330, upon the signing of this Agreement, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**11.20. List of Exhibits.** The following exhibits are attached to this Settlement Agreement:

Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order

Exhibit B: Email Notice

Exhibit C: Direct Mail Notice

Exhibit D: Internet Posting

Exhibit E: Claim Form

Exhibit F: [Proposed] Order Granting Final Approval of Class Settlement

Exhibit G: [Proposed] Final Judgment



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Plaintiff

05/16/2025

\_\_\_\_\_  
Date

*Todd M. Friedman*

\_\_\_\_\_  
Counsel for Plaintiff

5/19/25

\_\_\_\_\_  
Date



\_\_\_\_\_  
STONELEDGE FURNITURE, LLC

5/22/25

\_\_\_\_\_  
Date



\_\_\_\_\_  
Counsel for STONELEDGE

05/19/205

\_\_\_\_\_  
Date

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$750K Ashley HomeStore Settlement Ends Class Action Suit Over Allegedly False Discounts](#)

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