

**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,

v.

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

Defendant.

Case No. 37-2023-00011536-CU-BT-NC

**IF YOU PURCHASED ITEMS AT A PRICE ADVERTISED AS A DISCOUNT FROM A REGULAR OR ORIGINAL PRICE FROM ASHLEY FURNITURE, YOU MAY BE ELIGIBLE TO RECEIVE A VOUCHER FOR \$30 OFF**

Purchases made in-store at corporate owned Ashley Furniture stores outside California, (corporate owned stores) between March 9, 2017, and March 31, 2022, or online at ashleyfurniture.com between April 13, 2018, and March 31, 2022, will qualify.

*A STATE COURT AUTHORIZED THIS FULL NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (“Action”). If the Court gives Final Approval to the Settlement, Ashley Global Retail, LLC (“Ashley”) will provide, for each Class Member<sup>1</sup> who made a Qualifying Purchase during the Class Period and properly and timely completes and submits a Claim Form, one Voucher which may be applied for up to \$30 toward any purchase at ashleyfurniture.com or at any of Ashley’s corporate owned stores per the terms of the Settlement Agreement.

**Your legal rights are affected whether you act or don’t act. Read this Full Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>SUBMIT A CLAIM FORM</b>	<b>If you received a Notice of this Settlement and made one or more Qualifying Purchase(s) during the Class Period</b> , you will receive one (1) Voucher after completion of a valid Claim Form. Visit the Settlement Website, located at <a href="http://www.AshleyFurniturePricingSettlement.com">www.AshleyFurniturePricingSettlement.com</a> , to obtain a Claim Form.	Response Deadline: <b>December 23, 2023</b>
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive a Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Ashley for the allegations in the Action ever again.	Response Deadline: <b>December 23, 2023</b>

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available [HERE](#).

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>OBJECT</b>	You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Response Deadline: <b>December 23, 2023</b>
<b>GO TO THE "FAIRNESS HEARING"</b>	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Named Plaintiffs' request for an Individual Settlement Award for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.</p>	Hearing Date and Time: <b>January 19, 2024, at 1:30 PM Pacific Time</b>
<b>DO NOTHING</b>	<b>If you received a Notice of this Settlement and made one or more Qualifying Purchase(s) during the Class Period:</b> if you do nothing, and the Court approves the Settlement, you will not receive any benefit. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give Final Approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives Final Approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

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## BACKGROUND INFORMATION

### 1. *Why did I get this Full Notice?*

You received this Full Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Full Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Full Notice), see Section 20 below.

### 2. *What is this Action about?*

Plaintiffs Stephanie Aberl, Diana Vasquez, and Shannon Custer (the “Class representatives”) filed a lawsuit (the “Action”) against Ashley Global Retail, LLC (“Ashley”), on behalf of themselves and all others similarly situated. The Action alleges that Ashley engaged in deceptive advertising by advertising purportedly improper discounts on merchandise sold on its website, ashleyfurniture.com, and in its corporate owned brick and mortar store locations (excluding Stoneledge brick and mortar stores in California).

Ashley denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Ashley further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Full Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Class representatives’ claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

### 3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Stephanie Aberl, Diana Vasquez, and Shannon Custer) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this Action, Ashley Global Retail, LLC (“Ashley”), is called the Defendant.

### 4. *Why is there a Settlement?*

The Named Plaintiffs have made claims against Ashley. Ashley denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Named Plaintiffs or Ashley should win this Action. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

### 5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: “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.”

The 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.

**6. *I'm still not sure if I am included.***

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is info@AshleyFurniturePricingSettlement.com and the U.S. postal (mailing) address is *Aberl et al. v. Ashley Global Retail, LLC*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

## **THE PROPOSED SETTLEMENT**

**7. *What relief does the Settlement provide to the Class Members?***

Ashley has agreed to provide each Class Member, who timely submits a valid Claim Form by the Response Deadline, one (1) Voucher which may be applied for up to \$30 toward any purchase at ashleyfurniture.com or in any of Ashley's corporate owned stores. The Vouchers will apply to the purchase prices that Ashley offers to the general public, and 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, 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.

## **HOW TO RECEIVE A VOUCHER – SUBMITTING A CLAIM FORM**

**8. *How can I get a Voucher?***

If you received a Notice of this Settlement and wish to receive a Voucher for \$30, you must complete a Claim Form.

A Claim Form is available by clicking [HERE](#) or on the Internet at the website www.AshleyFurniturePricingSettlement.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the Claim Form, and postmark it by the Response Deadline of **December 23, 2023**, or submit it online on or before 11:59 p.m. (Pacific Time) on **December 23, 2023**.

**9. *When will I get my Voucher?***

As described in Sections 17 and 18 below, the Court will hold a hearing on January 19, 2024 at 1:30 PM Pacific Time, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when the appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the Settlement Website www.AshleyFurniturePricingSettlement.com. *Please be patient.*

## **THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVES**

**10. *Do I have a lawyer in this case?***

The Court has ordered that the law firm of Lynch Carpenter, LLP ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. *How will the lawyers be paid?***

Ashley has agreed to pay Class Counsel’s attorneys’ fees and costs, up to \$700,000, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs. Please see paragraphs 2.4 and 2.6 of the Settlement Agreement, available [on the Settlement Website](#), for additional details.

**12. *Will the Named Plaintiffs receive any compensation for their efforts in bringing this Action?***

The Named Plaintiffs will request an Individual Settlement Award of up to \$2,500 each for their service as Plaintiffs and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiffs.

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS**

**13. *What am I giving up to obtain relief under the Settlement?***

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Ashley. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Ashley regarding the claims in the Action. The Settlement Agreement, available on the Settlement Website [www.AshleyFurniturePricingSettlement.com](http://www.AshleyFurniturePricingSettlement.com) contains the full terms of the release.

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

**14. *How do I exclude myself from the Settlement?***

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than **December 23, 2023** to the Claims Administrator at:

*Aberl et al. v. Ashley Global Retail, LLC*  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher under the Settlement, you will not be bound by the Judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Ashley based on the conduct complained of in the Action.

**HOW TO OBJECT TO THE SETTLEMENT**

**15. *How do I tell the Court that I disagree with the Settlement?***

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel’s request for an award of attorneys’ fees and costs, and the Individual Settlement Award to the Named Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and deliver copies of the written objection to the Claims Administrator, Class Counsel, and Ashley’s Counsel at the address set forth below no later than (*i.e.*, postmarked by) December 23, 2023.

*Aberl et al. v. Ashley Global Retail, LLC*  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

Any written objections must contain: (a) the name and case number of the Action; (b) the Class Member's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and factual arguments supporting the objection; (e) attested facts supporting the person's status as a Class Member (e.g., the date and location of his/her Qualifying Purchases and description of the item(s) purchased); (f) the Class Member's signature and the date; and (g) 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." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you 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 your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

**16. *What is the difference between excluding myself and objecting to the Settlement?***

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**17. *What is the Fairness Hearing?***

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for Individual Settlement Awards to the Named Plaintiffs. You may attend, but you do not have to.

**18. *When and where is the Fairness Hearing?***

On **January 19, 2024**, at 1:30 PM Pacific Time, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Cynthia A. Freeland in

Courtroom N-27 of the Superior Court of California, County of San Diego, located at 325 S. Melrose Dr, Vista, CA 92081. The hearing may be postponed to a different date or time or location without notice. Please check [www.AshleyFurniturePricingSettlement.com](http://www.AshleyFurniturePricingSettlement.com) for any updates about the Settlement generally, or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

**19. *May I speak at the hearing?***

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

**ADDITIONAL INFORMATION**

**20. *How do I get more information?***

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Settlement Website located at: [www.AshleyFurniturePricingSettlement.com](http://www.AshleyFurniturePricingSettlement.com). Alternatively, you may contact the Claims Administrator at the email address: [info@AshleyFurniturePricingSettlement.com](mailto:info@AshleyFurniturePricingSettlement.com) or the U.S. postal (mailing) address: *Aberl et al. v. Ashley Global Retail, LLC*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit <https://roa.sdcourt.ca.gov/roa/> or the Clerk's office at 325 South Melrose Dr., Vista, CA 92081. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

**21. *What if my address or other information has changed or changes after I submit a Claim Form?***

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

*Aberl et al. v. Ashley Global Retail, LLC*  
Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

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**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**