SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RYAN CORNATEANU, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

STONELEDGE FURNITURE, LLC,

Defendant

Case No.: 21STCV09403

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I RECEIVE NOTICE OF A PROPOSED SETTLEMENT?

Our records indicate that you purchased a product from a store owned and operated by Stoneledge Furniture, LLC in the State of California between March 9, 2017 and March 27, 2022, where the 'original price' or 'regular price' of that product was at least 10% greater than the 'invoice price.' As such, you have been identified as a potential member of a Settlement Class, and are included in a proposed class action settlement. This Notice explains that the Superior Court of the State of California, County of Los Angeles has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Ryan Cornateanu ("Plaintiff") filed a class action lawsuit on March 9, 2021, then styled as *Ryan Cornateanu v. Ashley Homestores, Ltd*., in the Superior Court of the State of California, County of Los Angeles (the "Action"). On July 28, 2021, Plaintiff filed a First Amended Complaint, to name Stoneledge Furniture, LLC ("Stoneledge") as the defendant in place of Ashley Homestores, Ltd. The Lawsuit alleges that Stoneledge advertised its "original prices" or "regular prices" in its California stores at an inflated price. Plaintiff alleges that this conduct violated California's Unfair Competition Law (Cal. Bus. & Prof. Code. §§ 17200 & 17500, *et seq*.) and the Consumer Legal Remedies Act (Cal. Civ. C. § 1750, *et seq*.). Stoneledge denies all of the claims and allegations in the Action, any wrongdoing, and any liability whatsoever. Stoneledge 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 Court has not determined whether Plaintiff's claims and allegations have any merit. Instead, after good-faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of the Action, Plaintiff on behalf of the Class and Stoneledge have agreed to settle the Action and all claims therein for a monetary amount set forth in Section IV, below. Stoneledge will also provide Settlement Class Members[1] who make a valid and timely claim with a Voucher good for $35.00 of any purchase at a

[1] Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available www.stoneledgefurnituresettlement.com.

Stoneledge-owned store. A classwide settlement avoids the costs and risk of a trial, and members of the Settlement Class (those similarly situated to Plaintiff) can receive the available benefits provided by the proposed Settlement. Plaintiff and Class Counsel, who are attorneys appointed to represent the interests of the Settlement Class, believe the proposed settlement is in the best interest of the Settlement Class.

Nothing in the Settlement is intended or will be construed as an admission by Stoneledge that Plaintiff's claims have any merit or that it has any liability to Plaintiff or the Settlement Class. Stoneledge has denied and continues to deny all of Plaintiff's allegations in the Action, and disputes that it has any liability.

III. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

You are included in the Settlement Class if you fall within the following definition: "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.'" Stoneledge stores in California operate under the Ashley HomeStore name.

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Pursuant to the Settlement Agreement, Stoneledge has agreed to establish a common fund for the benefit of the class in the amount of the Net Settlement Amount, defined as the sum of the Gross Settlement Amount ($750,000.00), and the difference, if any, between the total amounts applied for by Class Counsel in fees and costs and the total amount approved and awarded by the Court to Class Counsel in fees and costs. Class Counsel will seek approval from the Court for fees and costs in an amount not to exceed $2,000,000.00. The Net Settlement Amount will be utilized to fund *pro rata* payments of the balance of the Net Settlement Amount to Class Members who timely make a valid claim, and may be used to fund a Class Representative Service Payment, if and to the extent awarded by the Court. Additionally, Settlement Class Members who timely submit a valid claim will receive a Voucher good for $35.00 off a purchase at Stoneledge-owned stores. An Administrator has been appointed to administer the settlement.

Any settlement payments issued to Settlement Class Members via checks which have not been cashed by the void date listed on the face of the check, and any other unclaimed portion of the Settlement funds, if any, will be sent to the National Consumer Law Center as a *cy pres* recipient.

1. **Settlement Payments:** Your individual share of the Settlement funds will be based on the total number of claims made.

2. **Release of Claims**: If you do not exclude yourself from the Settlement (according to the procedures explained below), you will fully and finally release all claims against Stoneledge and the other Released Parties described in the Settlement Agreement 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, www.ashleyfurniture.com.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement by Submitting a Claim Form

Any Settlement Class Member who wishes to participate in the Settlement and receive an Individual Class Payment and Voucher must submit a Claim Form with the Administrator online at the Settlement Website or via mail. A claim form may be mailed to you at your address. It is also available online at www.stoneledgefurnituresettlement.com.

The Claim Form must be submitted electronically on the Settlement Website or postmarked on or before February 10, 2026. Claim Forms submitted via mail must be sent to the following address:

CORNATEANU v. STONELEDGE FURNITURE, LLC
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391
1 (833) 630-5409

If you file a valid, timely, and complete Claim Form, you will receive an Individual Class Payment via check and a Voucher, be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and be considered to have released the claims against Stoneledge and the other Released Parties described in the Settlement Agreement.

Please note that it is your obligation to keep the Administrator informed of any changes in your mailing address until your Individual Class Payment and Voucher, if any, are received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Administrator know may prevent you from receiving your Individual Class Payment and Voucher.

B. You May Exclude Yourself from the Settlement

Any Settlement Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than **February 10, 2026. Requests for Exclusion submitted via mail must be sent to the following address**:

CORNATEANU v. STONELEDGE FURNITURE, LLC
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391
1 (833) 630-5409

The Request for Exclusion must state unequivocally in writing that you are requesting to exclude yourself from the settlement (identifying the Action by name and case number (e.g., *Ryan Cornateanu v. Stoneledge Furniture LLC*, Case No. 21STCV09403)) and must include your name, address, telephone number, and original signature. A Settlement Class Member who properly submits a valid and timely Request for Exclusion from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against Stoneledge.

C. You May Object to the Settlement

Any Settlement Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection with the Court and providing a copy to the Administrator, Class Counsel, and Counsel for Stoneledge no later than **February 10, 2026.** If the Court rejects your objection, however, you will still be bound by the terms of the Settlement.

To object, you must file the objection with the Superior Court of the State of California, County of Los Angeles electronically.

You must also provide copies to Class Counsel, Counsel for Stoneledge, and the Administrator:

CORNATEANU v. STONELEDGE FURNITURE, LLC
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391
1 (833) 630-5409

Class Counsel:

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Matthew R. Snyder
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Any written objection must bear an original signature and state: (1) the objecting Class Member's full name, current address, and telephone number; (2) attested facts supporting the person's status as a Class Member; (3) the reasons for the objection (with any documents supporting the objection attached to such written objection); and (4) if the objecting Class Member intends to call witnesses at the Final

Approval Hearing, an identification of those witnesses and a summary of each witness's expected testimony. To be valid and effective, the Court, Class Counsel, counsel for Stoneledge, and the Administrator must receive any written objection no later than February 10, 2026. If the Court denies your objection, you will be bound by any judgment with respect to the Settlement, and you will release Stoneledge and the other Released Parties from legal claims as described above and in the Settlement Agreement on file with the Court and available here www.stoneledgefurnituresettlement.com.

D. You Can Do Nothing

If you do nothing in response to this Notice, you will NOT receive any Individual Class Payment for your portion of the settlement or a Voucher, but you will be bound by any judgment entered with respect to the Settlement, and you will release Stoneledge and the other Released Parties from legal claims as explained above and in the Settlement Agreement.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on **April 21, 2026, at 11:00 a.m. PST** in Dept. 10 of the Superior Court of the State of California, County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, including the Class Representative's Service Payment, Class Counsel's Attorneys' Fees and Expenses Payments, the payment to the Administrator of Settlement Administration Costs, and the payments to the Class.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option**.

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, please refer to the Settlement Agreement which is on file with the Court and available online here www.stoneledgefurnituresettlement.com. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE SUPERIOR COURT