

09/28/2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

YVONNE LABRA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SUTTER STREET MANUFACTURING,
INC., a California Corporation; WILLIAMS-
SONOMA, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV18751

[Assigned to the Hon. Ann I. Jones, Dept.
SS11]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT

Complaint Filed: May 15, 2020

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action Settlement Agreement and Release of Claims (“Settlement
3 Agreement”) came for a hearing on September 23, 2021, in Department 11 of the above-entitled
4 court. The Final Approval Motion was unopposed by Defendants Sutter Street Manufacturing,
5 Inc., and Williams-Sonoma, Inc. (collectively, “Defendants”).

6 Having considered the Final Approval Motion, the Settlement Agreement, the
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Class, and the Court having considered the
11 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
12 comments received regarding the proposed settlement, and having reviewed the record in this
13 Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
16 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the Class
18 Representative, the Class Members, and Defendants.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the
20 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
21 under the circumstances to all Class Members and fully met the requirements of California law
22 and due process under the California and United States Constitution. Based on evidence and
23 other material submitted, the actual notice to the class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the
25 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
26 behalf of the Class Members, which Defendants disputed, included (1) failure to pay minimum
27 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to
28 provide rest breaks, (5) failure to timely pay final wages upon separation of employment, (6)

1 failure to provide accurate itemized wage statements, (7) unfair and unlawful competition
2 pursuant to Business and Professions Code §17200 *et seq.*, (8) failure to provide suitable seating,
3 and (9) related claims under PAGA.

4 5. No Class Member objected to the Settlement. Excluding the two Class Members
5 who requested exclusion from the Settlement, all Participating Class Members are entitled to
6 payment pursuant to the Settlement and this Judgment.

7 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
8 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
9 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
10 Settlement Agreement.

11 7. The Settling Parties are to bear their own costs, except as otherwise provided in
12 the Settlement Agreement.

13 8. For purposes of effectuating this Order and Judgment, this Court has certified the
14 following class: “All current and former non-exempt employees employed by Defendants Sutter
15 Street Manufacturing, Inc., and Williams-Sonoma, Inc., at warehouses and/or manufacturing
16 facilities in California at any time during the period of May 15, 2016 through March 6, 2021.”
17 The Court deems this definition sufficient for purposes of California Rules of Court, rule
18 3.765(a).

19 10. With respect to the Settlement Class and for purposes of approving this
20 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
21 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
22 fact common to the Class Members, and there is a well-defined community of interest among the
23 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
24 Representative are typical of the claims of the Class Members; (d) the Class Representative has
25 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
26 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
27 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
28 Plaintiff in his individual and representative capacity and for the Settlement Class.

1 11. By this Judgment, the Class Representative shall release, relinquish, and
2 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation
3 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
4 Released Claims, as defined in the Settlement Agreement.

5 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
6 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
7 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating
8 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
9 Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released
10 Parties; or (ii) is or may be deemed to be or may be used by any of the plaintiff or Participating
11 Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of
12 the other Released Parties in any civil, criminal, or administrative proceeding in any court,
13 administrative agency, or other tribunal. Defendants or any of the other Released Parties may
14 file the Settlement Agreement and/or the Judgment from this Action in any other action that may
15 be brought against it or them in order to support a defense or counterclaim based on principles of
16 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
17 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18 13. The Total Maximum Settlement Amount (the "Settlement Amount") to be paid
19 under the Settlement Agreement is \$1,824,000. From this amount, Class Counsel sought an
20 award of attorney's fees of \$608,000, combined litigation expenses of \$14,721.14, a Service
21 Award for Class Representative Yvonne Labra of \$5,000, \$10,500 to the Settlement
22 Administrator, CPT Group, and \$37,500 to the LWDA for PAGA penalties. Defendants do not
23 oppose these requests. In addition, and concurrently with paying the Settlement Amount,
24 Defendants shall separately pay the employers' share of their payroll tax obligations, which shall
25 be reported through the Settlement Administrator. The Court finds that the Settlement Amount
26 is fair, reasonable and adequate, and awards the payments set forth below from the Settlement
27 Amount:

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- A) \$608,000 to Class Counsel for attorneys' fees in light of the benefit obtained on behalf of the Class, which shall be split equally between Lauby Mankin Lauby LLP and Bokhour Law Group, P.C.;
- B) \$14,721.14 to Class Counsel for costs/expenses;
- C) \$5,000 to Class Representative Yvonne Labra as a Service Award;
- D) \$10,500 to the Settlement Administrator, CPT Group;
- E) \$37,500 to the LWDA; and
- F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

Date this Order is entered	The Effective Date occurs.
Within 21 days of the Effective Date	Defendants shall issue the payment to the Settlement Administrator.
Within 14 days after receipt of Payment	Settlement Administrator to issue all Individual Settlement Payments to the Participating Class Members, payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and the payment to the LWDA for PAGA penalties
180 days after payment is issued	Deadline for Class Members to cash checks.
June 15, 2022	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.

July 1, 2022

Non-appearance hearing re: status of
disbursement, filing of Declaration from
Administrator.

15. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2021, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Yvonne Labra v. Sutter Street Manufacturing, Inc., et al.*, Case No. 20STCV18751, on behalf of all current and former non-exempt employees employed by Defendants Sutter Street Manufacturing, Inc., and Williams-Sonoma, Inc., at warehouses and/or manufacturing facilities in California at any time during the period of May 15, 2016 through March 6, 2021."

16. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the Class Member.

17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 09/28/2021



A handwritten signature in dark ink, reading "David S. Cunningham".

David S. Cunningham / Judge
HON. DAVID S. CUNNINGHAM
JUDGE OF THE SUPERIOR COURT