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Attorneys for Plaintiff, on a Representative Basis and on behalf of the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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 Hon. Judge Ann I. Jones, Dept.
11, for all purposes]*

**DECLARATION OF PLAINTIFF
YVONNE LABRA IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint filed: 5/15/2020

DECLARATION OF YVONNE LABRA

I, YVONNE LABRA, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff in this action. On or around May 15, 2020, the Class and PAGA Action Complaint entitled *Yvonne Labra v. Sutter Street Manufacturing, Inc., et al.*, Case No. 20STCV18751, was filed in the Superior Court of California, Los Angeles County, on behalf of myself, and all other current and former employees who are similarly situated.

3. I was formerly employed by Defendants Sutter Street Manufacturing, Inc. and Williams-Sonoma, Inc. ("Defendants") as a non-exempt employee beginning in approximately April 2019 in their City of Industry facility in Los Angeles and was subjected to the same employment policies and practices that affected other similarly situated employees.

4. As a non-exempt employee employed by Defendants, I was not paid all wages owed, was not authorized or permitted off-duty rest periods and did not receive missed rest period premiums, was not provided compliant meal periods or paid missed meal period premiums, was not issued accurate wage statements, and did not receive all of my wages due upon separation of my employment.

5. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow Class Members. Given the various defenses asserted by Defendants, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the drivers in the Class.

6. As the named Plaintiff in this action, I provided invaluable assistance to Class Counsel and the Putative Class in this case, including providing factual background for the mediation and the allegations in the Class and PAGA Complaint; reviewing the relevant documents and Complaint; participating in phone calls with my lawyers to discuss litigation and settlement strategy; and reviewing the settlement documents. My efforts were instrumental in securing the favorable terms of the Settlement Agreement, which will provide monetary compensation to the

1 Class of approximately 996 current and former employees of Defendants. I also agreed to
2 participate in this case with no guarantee of personal benefit.

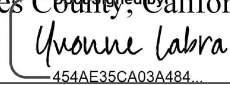
3 7. I also understand that the settlement payments will be significant for Class Members.

4 8. This case also involved risks for me, such as the potential risk of having to pay
5 Defendants' costs if we lost. Disregarding these risks, I pursued this case on behalf of the Class to
6 a successful resolution and settlement. Further, as part of the Settlement, I am agreeing to a general
7 release of all claims, which is broader than the release of claims that the members of the class will
8 agree to if they wish to participate in the settlement.

9 9. I understand that both Lauby, Mankin & Lauby LLP and Bokhour Law Group, P.C.
10 serve as Class Counsel in this case. At the onset of this case, I executed a retainer agreement which
11 included both firms. The agreement informed me of fee sharing between Class Counsel. I
12 authorized fee sharing between Class Counsel which provided for a split between Class Counsel of
13 any attorneys' fees and informed me that any such fee sharing between Class Counsel would not
14 result in an increase of fees.

15 10. It is my understanding that based upon my industrious efforts as the named Plaintiff
16 in this action there is something called a Class Representative Enhancement Award. I respectfully
17 request that the Court grant this award to me in the amount of \$10,000 in addition to my pro rata
18 share of the settlement fund.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct this August 19, 2021, at Los Angeles County, California.

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23 Yvonne Labra
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