

BRADLEY/GROMBACHER, LLP
Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com

Attorneys for Plaintiff, JOHN CAMP, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

CASE NO. 21-CIV-00483

JOHN CAMP, individually and on behalf of other
individuals similarly situated,

Plaintiff,

v.

WILLIAMS-SONOMA, INC., a Delaware
corporation; and DOES 1 through 100, inclusive

Defendants.

*[Assigned for all purposes Hon. Judge Danny
Y. Chou, Dept. 22]*

**NOTICE OF ENTRY OF JUDGEMENT
AND ORDER**

Complaint filed: January 29, 2021

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on August 22, 2022, Revised Final Approval Order and
3 Judgment was entered in the above captioned action. A true and correct copy of the Court's
4 Judgement is attached hereto as Exhibit A.

5
6 DATED: August 30, 2022

BRADLEY/GROMBACHER LLP

7
8
9 By: 

Marcus J. Bradley, Esq.
Kiley Lynn Grombacher, Esq.
Lirit A. King, Esq.
Attorneys for Plaintiff

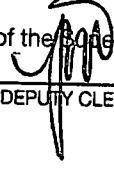
EXHIBIT A

FILED

SAN MATEO COUNTY

AUG 22 2022

Clerk of the Superior Court

By 
DEPUTY CLERK

Electronically
RECEIVED

8/18/2022

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com

Attorneys for Plaintiff, JOHN CAMP, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

JOHN CAMP, individually and on behalf of other
individuals similarly situated,

Plaintiff,

v.

WILLIAMS-SONOMA, INC., a Delaware
corporation; and DOES 1 through 100, inclusive

Defendants.

CASE NO. 21-CIV-00483

*[Assigned for all purposes Hon. Judge Danny
Y. Chou, Dept. 22]*

DYC
**REVISED [~~PROPOSED~~] FINAL
APPROVAL ORDER AND JUDGMENT**

DATE: August 22, 2022

TIME: 9:00 a.m.

DEPT.: 22

Complaint filed: January 29, 2021

FAC filed: April 19, 2021

DYC

1

REVISED [~~PROPOSED~~] FINAL APPROVAL ORDER AND JUDGMENT

1 On or about November 10, 2021, Plaintiff John Camp ("Plaintiff") and Defendant Williams-
2 Sonoma, Inc. ("Defendant") entered into the Stipulation of Settlement and Release (the "Settlement"
3 or "Settlement Agreement").

4 **Motion for Preliminary Approval**

5 On January 4, 2022, Plaintiff filed a Motion for Preliminary Approval of Class Action
6 Settlement. On January 27, 2022, the Court granted preliminary approval of the Settlement. The Court
7 preliminarily certified the following class for settlement purposes only (the "Settlement Class," the
8 members of which are "Settlement Class Members"): "All current and former non-exempt employees
9 employed by Williams-Sonoma, Inc. at its Brisbane facility in California at any time from January 29,
10 2017 through January 12, 2022" (the "Settlement Class Period"). The Court designated
11 Bradley/Grombacher LLP as Class Counsel for purposes of settlement. Additionally, the Court
12 designated Plaintiff as the Class Representative for purposes of settlement, and confirmed Phoenix
13 Settlement Administrators as the Settlement Administrator. The Court also granted approval of the
14 notice procedures set forth in the Settlement Agreement, the Notice of Class Action Settlement form,
15 and the Request for Exclusion Form.

16 **Motion for Final Approval**

17 Thereafter, on May 25, 2022, Plaintiff filed an unopposed Motion for Final Approval of Class
18 Action Settlement. The Court heard the Final Approval Motion on July ²¹7, 2022. (DYC)

19 The Court, having considered all documents submitted in connection with preliminary and
20 final approval of the Settlement and all oral arguments presented by counsel for the Parties, and with
21 good cause appearing, finds and orders as follows:

22 **IT IS HEREBY FINALLY ORDERED, ADJUDGED, AND DECREED THAT:**

23 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of the action and over all
24 parties to the action, including all Settlement Class Members.

25 **2. Fair, Reasonable, and Adequate.** The Settlement is approved and the parties shall
26 consummate the Settlement according to its terms. The Settlement was entered into in good faith; it
27 is fair, reasonable, and adequate; and it satisfies the standards and applicable requirements for final
28 approval under California law, including the provisions of California Code of Civil Procedure section

1 382 and California Rules of Court, Rule 3.769, and Labor Code Section 2699(1)(2).

2 **3. Class Certification.** The Settlement Class is properly certified as a class for settlement
3 purposes only.

4 **4. Incorporation.** The Court's Preliminary Approval Order and the Settlement Agreement
5 are both incorporated herein and the Settlement Agreement has the full force and effect of an Order
6 of this Court.

7 **5. Notice to Settlement Class Members.** Notice was provided to the Settlement Class in
8 compliance with the Court's Preliminary Approval Order, California Code of Civil Procedure section
9 382, California Civil Code section 1781, due process, California Rules of Court 3.766 and 3.769, and
10 any other applicable law, and constitutes the best notice practicable under the circumstances. The
11 Notice (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement;
12 (ii) provided sufficient information so that Settlement Class Members were able to decide whether to
13 accept the benefits offered, opt out and pursue their own remedies, or object to the proposed
14 settlement; (iii) provided procedures for Settlement Class Members to object to the proposed
15 settlement; and (iv) provided the final fairness hearing's time, date, and location. The Notice fully
16 satisfied the requirements of due process.

17 **6. Objections.** No Settlement Class Members have objected to the terms of the Settlement.

18 **7. Exclusions.** One Settlement Class Member, Jose Velasco, has timely filed a Request for
19 Exclusion form. This Settlement Class Member is not bound by the Class Release below; however,
20 they are not excluded from the PAGA portion of the Settlement. They will still receive an Individual
21 Settlement Payment for their pro rata share of the PAGA Amount (defined below) and do not have
22 the right to file their own lawsuit for the same PAGA claim that is released in the Class Release.

23 **8. Class Counsel's Attorneys' Fees and Costs Payment.** Class Counsel's Attorneys' Fees
24 and Costs Payment, which is comprised of fees in the amount of \$75,000.00 and costs in the amount
25 of \$13,588.75, is approved.

26 **9. Class Representative Enhancement Payment.** A Class Representative Enhancement
27 Payment to Plaintiff John Camp is approved in the amount of \$5,000.00

28 **10. Administration Costs.** Administration Costs in the amount of \$4,950.00 to Phoenix

DYC

1 Settlement Administrators is approved.

2 **11. PAGA Settlement.** The portion of the Settlement allocated as settlement of the PAGA
3 claim is approved. The \$50,000 allocation represents a fair, reasonable, and adequate sum for
4 resolution of representative claims raised pursuant to Labor Code § 2698, *et seq.*, and the Settlement
5 of these claims is approved. The Settlement Administrative shall distribute the PAGA Amount of
6 \$12,500 on a pro rata basis to those Settlement Class Members who worked during the period of
7 February 13, 2020 through January 12, 2022 (the “PAGA Period”), regardless of whether they timely
8 and validly submitted a Request for Exclusion. The Settlement Administrator shall pay \$37,500 to
9 the California Labor and Workforce Development Agency for its share of the civil penalties.

10 **12. Individual Settlement Payments.** The methodology used to calculate and pay each
11 Settlement Class Member’s Individual Settlement Payment is fair and reasonable and, therefore,
12 approved. The Settlement Administrator is authorized to distribute the Individual Settlement Payments
13 to Settlement Class Members in accordance with the terms of the Settlement. Settlement Class
14 Members shall have one-hundred eighty (180) days from the date of issuance of the check to negotiate
15 the check. Funds represented by Individual Settlement Payment checks returned as undeliverable
16 and/or checks remaining un-cashed for more than 180 days after issuance will be tendered to Legal
17 Aid at Work – Workers’ Rights Clinic.

18 **13. Compliance.** Within 60 days after the void date on the checks, the Settlement
19 Administrator shall provide Class Counsel with a report in the form of a declaration from the
20 Settlement Administrator or other declarant with personal knowledge of the facts and that describes:
21 (1) the date the checks were mailed; (2) the total number of checks mailed ; (3) the number of checks
22 that remain uncashed/undeliverable; and (4) the nature and date of the disposition of those
23 unclaimed/undeliverable funds to be tendered to Legal Aid at Work. Within 15 days of receipt, Class
24 Counsel shall file a [Proposed] Amended Final Order and Judgment pursuant to California Code of
25 Civil Procedure section 384.

26 **14. Fees.** Each party shall bear its own attorney’s fees and costs, except as otherwise provided
27 in the Settlement Agreement. Except as set forth in the Settlement Agreement, the Settlement Class
28 Members and the Class Representative shall take nothing by way of their First Amended Class Action

1 Complaint in this Action.

2 **15. Class Release.** This Judgment bars in a complete and final fashion all claims of the
3 Settlement Class Members (defined as “All current and former non-exempt employees employed by
4 Williams-Sonoma, Inc. at its Brisbane facility in California at any time from January 29, 2017 through
5 January 12, 2022”) against the Released Parties (defined as “Defendant and its past or present
6 successors and predecessors in interest, acquirers, subsidiaries, affiliates, parents, officers, directors,
7 shareholders, employees, agents, principals, representatives, accountants, auditors, consultants,
8 insurers and reinsurers”) from any and all claims, demands, rights, liabilities, penalties under the
9 Private Attorneys General Act, and causes of action, whether known or unknown, that were or could
10 have been asserted (whether in tort, contract, statute or otherwise) for violation of local or state law
11 arising out of, or reasonably relating to, the facts and allegations pled in the First Amended Complaint,
12 including that Defendant failed to pay all wages due (including minimum and overtime wages), failed
13 to provide legally-compliant meal breaks, failed to provide timely and/or accurate final paychecks,
14 failed to provide accurate itemized wage statements, failed to take steps or adopt standards to minimize
15 excessive indoor heat and/or engaged in unfair business practices due to the alleged underlying
16 violations at any time during the Settlement Class Period. The definition of the Class Released Claims
17 shall not be limited in any way by the possibility that Plaintiff or the Settlement Class Members may
18 discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the
19 Action but which might serve as an alternative basis for pursuing the same claims, causes of action,
20 or legal theories of relief falling within the definition of the Class Released Claims.). The Class
21 Representative is permanently enjoined and forever barred from asserting the claims released under
22 Paragraph 6 of the Settlement Agreement.

23 **16. Effective Date of Release.** The Release set forth herein will take effect on the date that
24 Defendant fully funds the Settlement.

25 **17. Continued Jurisdiction.** After entry of this Judgment, pursuant to California Rules of
26 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce
27 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
28 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution

DYC

1 of settlement benefits.

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

3
4 Dated: Aug. 22, 2022



5 THE HONORABLE JUDGE DANNY Y. CHOU
6 JUDGE OF THE SUPERIOR COURT
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On August 30, 2022, I served the foregoing documents described

1) NOTICE OF ENTRY OF JUDGMENT AND ORDER on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

☐ **(VIA US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **(VIA PERSONAL SERVICE)** I delivered such envelope(s) by hand to the offices of the addressee.

☒ **(BY ELECTRONIC FILING SERVICE PROVIDER)** I served the aforementioned document(s) by electronic mail to the parties' email addresses as they are known to me. My email address is mvalle@bradleygrombacher.com. Said document(s) were served by email on August 30, 2022. The names and email addresses of the persons served are set forth in the service list. I did not receive, under a reasonable period of time, any indication that the email did not go through.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed August 30, 2022, at Westlake Village, California.

Maria Valle

Maria Valle

CAMP v. WILLIAMS- SONOMA, INC.
SAN MATEO SUPERIOR COURT CASE NO. 21-CIV-00483

Service List

ORRICK, HERRINGTON, SUTCLIFFE LLP Julia C. Riechert 1000 Marsh Road Menlo Park, CA 94025 Telephone: (650) 614-7400 Facsimile: (650) 614-7401 Email: jriechert@orrick.com rcapler@orrick.com	Attorneys for Defendant WILLIAMS- SONOMA, INC.
Labor and Workforce Development Agency Attn: PAGA Administrator 455 Golden Gate Avenue, 9 th Floor San Francisco, CA 94102	Electronically Uploaded