

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release, together with its exhibits (“**Settlement Agreement**” or “**Settlement**”) is reached by and between Plaintiff John Camp (the “**Plaintiff**” or “**Class Representative**”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant Williams-Sonoma, Inc. (“**Defendant**”) (The Class Representative and Defendant are collectively referred to herein as the “**Parties**”).

The Class Representative and the Settlement Class are represented by Kiley Grombacher and Marcus Bradley of Bradley/Grombacher, LLP (“**Class Counsel**”). Defendant is represented by Julia C. Riechert and Rachel Capler of Orrick, Herrington & Sutcliffe LLP (“**Defendant’s Counsel**”).

Plaintiff filed his initial Class and PAGA Action Complaint on January 29, 2021 in San Mateo County Superior Court, entitled *John Camp v. Williams-Sonoma, Inc.*, Case No. 21-CIV-00483 (the “**Lawsuit**”). On April 19, 2021, Plaintiff filed the operative First Amended Complaint.

The Lawsuit alleges that Defendant: (i) issued inaccurate wage statements; (ii) failed to pay all minimum wages owed; (iii) failed to pay overtime; (iv) failed to provide meal periods; (v) failed to pay all wages owed at termination; (vi) failed to take steps or adopt standards to prevent excessive indoor heat; (vii) engaged in unlawful business practices pursuant to California Business and Professions Code sections 17200, *et seq.*; and (viii) is liable for civil penalties under the Private Attorneys General Act (“**PAGA**”), Labor Code section 2698, *et seq.* After the exchange of documents and information, the Parties participated in a mediation with neutral third party, the Hon. William J. Cahill (Ret.) (the “**Mediator**”), which ultimately led to the resolution of the Lawsuit as set forth herein.

Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the applicable California Wage Orders, and the California Business and Professions Code. In addition, it is Defendant’s position that, if this case were to be litigated, class certification would be inappropriate. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant. Given the uncertainty of litigation, the Parties wish to settle the Lawsuit.

Accordingly, the Parties agree as follows:

1. Settlement Class. For purposes of this Settlement only, the Parties stipulate to certification of the following “**Settlement Class**,” the members of which are “**Settlement Class Members**:”

All current and former non-exempt employees employed by Williams-Sonoma, Inc. at its Brisbane facility in California at any time from January 29, 2017 through the date of preliminary approval, or January 12, 2022, whichever is earlier (“**Settlement Class Period**”).

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

2. Release. Plaintiff and the Settlement Class Members (except those who opt out of the Settlement), shall release and discharge Defendant and its past or present successors and predecessors in interest, acquirers, subsidiaries, affiliates, parents, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers ("**Released Parties**") from any and all claims, demands, rights, liabilities, penalties under the Private Attorneys General Act, and causes of action, whether known or unknown, that were or could have been asserted (whether in tort, contract, statute or otherwise) for violation of local or state law arising out of, or reasonably relating to, the facts and allegations pled in the First Amended Complaint, including that Defendant failed to pay all wages due (including minimum and overtime wages), failed to provide legally-compliant meal breaks, failed to provide timely and/or accurate final paychecks, failed to provide accurate itemized wage statements, failed to take steps or adopt standards to minimize excessive indoor heat and/or engaged in unfair business practices due to the alleged underlying violations at any time during the Settlement Class Period ("**Class Released Claims**"). This release shall be printed on the back of the settlement checks issued to participating members of the Settlement Class.

3. Maximum Settlement Amount. As consideration, Defendant agrees to pay a non-reversionary maximum amount of \$250,000.00 in full and complete settlement of this matter ("**Maximum Settlement Amount**"), as follows:

- A. The Parties agree to engage Phoenix Settlement Administrators as the "**Settlement Administrator**" to administer the Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within 30 calendar days after the "**Payment Obligation and Class Release Date**," which is defined as the date the Notice of Entry of Order granting final approval is served, or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of (a) the last date on which any appeal might be filed, or (b) the date of successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. The Maximum Settlement Amount includes:
 - (1) All payments to the Settlement Class;
 - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$4950.00 (the "**Administration Costs**");

- (3) Up to \$10,000 for Plaintiff as consideration for the “**Class Representative Enhancement Payment**” in recognition of his contributions to the action and his service to the Settlement Class and for a general release of claims by Plaintiff. Should the Court award a lesser sum for the Class Representative Enhancement Payment, the residual shall be included in the Net Settlement Sum for the Settlement Class. In the event the Court reduces the requested Class Representative Enhancement Payment, the Class Representative and the Settlement Class shall not have the right to revoke the Settlement for that reason, and it will remain binding;
- (4) Up to one-third of the Maximum Settlement Amount in attorneys’ fees, which is \$83,333.00, plus actual reasonable costs and expenses related to the Lawsuit, which are not to exceed \$15,000, as supported by declaration (the “**Attorneys’ Fees and Costs Payment**”). Should the Court award a lesser sum for attorneys’ fees and costs, the residual shall be included in the Net Settlement Sum for the Settlement Class. In the event the Court reduces the requested attorneys’ fees and costs, the Class Representative and the Settlement Class shall not have the right to revoke this Settlement for that reason, and it will remain binding, although Plaintiff reserves all rights to appeal any such ruling; and
- (5) \$50,000 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties (the “**PAGA Payment**”). Per Labor Code section 2699(i), 75% of such penalties, or \$37,500, will be payable to the Labor & Workforce Development Agency (“**LWDA**”) for its share of PAGA penalties, and the remaining 25%, or \$12,500, will be payable to the Settlement Class Members who worked for Defendant from the period February 13, 2020 to the date of preliminary approval, or January 12, 2022, whichever is earlier (the “**PAGA Period**”). In the event the Court reduces or increases the requested PAGA Payment amount, the Class Representative and the Settlement Class shall not have the right to revoke this Settlement for that reason, and it will remain binding.

D. **Corporate Payroll Taxes.** The Maximum Settlement Amount does not include “**Corporate Payroll Taxes**,” which shall be paid by Defendant separate and apart from the Maximum Settlement Amount. The Corporate Payroll Taxes will be computed by the Settlement Administrator based on the amounts to be paid as wages to the Settlement Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment (“**Individual Settlement Payment**”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall deduct from the Maximum Settlement Amount the Court-approved Attorneys’ Fees and Costs Payment, the Class Representative Enhancement Payment, the Administration Costs, and the

LWDA's share of the PAGA Payment. The remaining amount shall be known as the "**Net Settlement Sum.**"

- B. From the Net Settlement Sum, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment based on the following formulas:
- i. PAGA Amount: The sum of \$12,500 (representing the Settlement Class Members' share of the PAGA Payment) shall be designated as the "**PAGA Amount.**" The PAGA Amount shall be distributed to each Settlement Class Member based on their proportional number of pay periods worked during the PAGA Period (exclusive of leaves of absence) ("**Individual PAGA Pay Periods**"), by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member's total Individual PAGA Pay Periods, and the denominator of which is the total number of PAGA pay periods worked by the Settlement Class Members during the PAGA Period.
 - ii. Other Claims Amount: The remainder of the Net Settlement Sum shall be designated as the "**Other Claims Amount.**" The Other Claims Amount shall be distributed to each participating Settlement Class Member based on their proportional number of work weeks worked during the Settlement Class Period (exclusive of leaves of absence) ("**Individual Work Weeks**"), by multiplying the remaining Net Settlement Sum by a fraction, the numerator of which is the Settlement Class Member's Individual Work Weeks, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Settlement Class Period.
- C. Within seven calendar days of the Payment Obligation and Class Release Date, the Settlement Administrator shall provide Defendant with the disbursement amount (including Corporate Payroll taxes) and wiring instructions.
- D. Within 14 calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
- E. Each Individual Settlement Payment shall be allocated as (50%) penalties and interest and (50%) wages. The Settlement Administrator will issue each participating Settlement Class Member an IRS Form 1099 (for amounts paid as penalties and interest) and an IRS Form W-2 (for amounts paid as wages).
- F. The Individual Settlement Payments and the Class Representative's Enhancement Payment shall be deemed not to be "pensionable" earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits of Settlement Class Members or the Class Representative. No benefit, including but

not limited to 401K benefits, shall increase or accrue as a result of any payment made as a result of this Settlement.

- G. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from the Individual Settlement Payments all applicable payroll and employment taxes, but not Corporate Payroll Taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. Each Settlement Class Member's share of all applicable payroll and employment taxes (excluding Corporate Payroll Taxes) withheld and deposited with the applicable governmental authorities in accordance with this Settlement Agreement shall be a part of, and paid out of, the Individual Settlement Payment to each Settlement Class Member. Each Settlement Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Settlement Class Member receives pursuant to this Settlement Agreement (excluding Corporate Payroll Taxes).
- H. The Individual Settlement Payments shall be paid to Settlement Class Members specifically in exchange for the release of the Released Parties from the Class Released Claims and the covenant not to sue concerning the Class Released Claims.

5. Attorneys' Fees and Costs. Plaintiff shall seek approval from the Court for the Attorneys' Fees and Costs Payment, which will cover any and all work performed and any and all costs incurred in connection with this Lawsuit, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator at the time the Settlement Administrator distributes the Attorneys Fees' and Costs Payment approved by the Court.

6. Class Representative Enhancement Payment & General Release. Plaintiff shall seek approval from the Court for the Class Representative Enhancement Payment, for his time and risks in prosecuting this litigation and the Class Representative's service to the Settlement Class. The Class Representative Enhancement Payment approved by the Court will be in addition to the Class Representative's Individual Settlement Payment as a Settlement Class Member and shall be reported on IRS Forms 1099 by the Settlement Administrator.

Upon the Payment Obligation and Class Release Date, as a condition of receiving any portion of the Class Representative Enhancement Payment, Plaintiff agrees to the following General Release of Claims: Plaintiff hereby fully releases the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind under local, state or federal law, which have been or could have been asserted against the Released Parties arising out of or relating to Plaintiff's employment by Defendant and termination thereof, and/or any other event, act, occurrence, or omission taking place on or before the date the Court grants preliminary approval of the Settlement. This general release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,

and attorneys' fees and costs, whether or not known or suspected to exist. Plaintiff expressly acknowledges and waives all rights and benefits afforded by California Civil Code Section 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the above, Plaintiff's general release shall not extend to claims for workers compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

7. Settlement Administrator. Plaintiff shall seek approval from the Court of the Settlement Administrator and payment of the Administration Costs for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings and for the applicable tax filings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to the Settlement Class Members.

8. Preliminary Approval. Promptly upon execution of this Settlement Agreement, the Class Representative shall apply to the Court for the entry of an Order in substantially the form attached as **Exhibit 1**. Class Counsel shall provide the draft motion for preliminary approval to Defendant's counsel for review three days before filing.

9. Notice to Settlement Class. Following the Court granting preliminary approval, the Settlement Class shall be notified through a "**Class Notice**" in substantially the form attached as **Exhibit 2** and as follows:

- A. Within 30 calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, last known telephone numbers, social security numbers, and Individual Work Weeks (the "**Settlement Class List**").
- B. Within 14 calendar days from receipt of the Settlement Class List, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address ("**NCOA**") database to determine any updated addresses; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Class Notice to the Settlement Class Members. At least 10 days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice.
- C. Any Class Notices returned to the Settlement Administrator as undelivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall

make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address and if an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Settlement Class Member promptly, within five calendar days of receiving the returned Class Notice. Settlement Class Members to whom Class Notices are re-sent after having been returned as undeliverable to the Settlement Administrator shall have until the Response Deadline to mail a Request for Exclusion, objection, or dispute.

- D. Disputes. Each Class Notice shall disclose the amount of the Settlement Class Member’s estimated Individual Settlement Payment, the number of Individual Work Weeks and, as applicable, the number of Individual PAGA Pay Periods.
- i. To the extent a Settlement Class Member disputes the Individual Work Weeks and/or Individual PAGA Pay Periods, he or she may produce evidence to the Settlement Administrator establishing the dates he or she contends to have worked during the Settlement Class Period prior to the Response Deadline. Defendant’s records will be presumed determinative. The Settlement Administrator shall notify counsel for the Parties of any disputes. Defendant shall review its records and provide further information to the Settlement Administrator, if necessary. The Settlement Administrator shall resolve any disputes and notify counsel for the Parties of its decision.
 - ii. The Settlement Administrator’s determination of eligibility for any Individual Settlement Payment under the terms of this Settlement Agreement shall be conclusive, final and binding on all Parties and all Settlement Class Members, so long as the Settlement Administrator has first consulted with the Parties regarding any disputes or questions as to eligibility.
- E. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Settlement must complete and mail a “**Request for Exclusion**” to the Settlement Administrator by the “**Response Deadline**,” which is 60 calendar days from the date of the initial mailing of the Class Notice.
- i. The Request for Exclusion must: (1) contain the name, address, telephone number and last four digits of the social security number of the Settlement Class Member; (2) expressly state that the individual wishes to be excluded with language to the effect of “I wish to be excluded from the Class Settlement in the Camp v. Williams-Sonoma, Inc. Case;” (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not comply with the above, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. In the event that the postmark is illegible or missing, the Request for Exclusion shall be deemed timely if it

is received within five days after the Response Deadline. Any person who validly requests to be excluded from the Settlement will no longer be a Settlement Class Member, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon; except that Settlement Class Members who worked during the PAGA Period cannot opt out of the settlement of the PAGA claim, are bound by the release of the PAGA claim in this Settlement, and will receive their pro rata share of the PAGA Amount regardless of whether they submit a valid and timely Request for Exclusion. Settlement Class Members who fail to submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement Agreement and any judgment entered in the Lawsuit if the Settlement is approved by the Court.

- ii. If (a) 5% or more of the Settlement Class Members submit a valid and timely Request for Exclusion, (b) there is a change to the scope of the release or composition of the class/representative group, or (c) the Court finds the Maximum Settlement Amount is insufficient to warrant approval, Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within 10 calendar days after (a) the Settlement Administrator notifies the Parties of the number of valid requests for exclusion received, which the Settlement Administrator must do within seven calendar days after the Response Deadline; or (b) Notice of the Court's order changing the scope of the Release or the class/representative group or finding the Maximum Settlement Amount is insufficient to warrant approval. In the event that Defendant elects to rescind this Agreement because 5% or more of the Settlement Class Members submit a valid Request for Exclusion, Defendant shall pay for the reasonable administration costs incurred by the Settlement Administrator at the point of rescission.
- iii. The Parties agree to leave the choice of whether to participate in the Settlement up to the Settlement Class. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class Member to appeal from the final judgment.

- F. Objections. Settlement Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection to the Settlement Administrator (who shall provide all objections as received to Class Counsel and Defendant's Counsel, as well as file all such objections with the Court). To be valid, any objection must be postmarked no later than the Response Deadline. Defendant's counsel and Class Counsel shall submit any responses to objections no later than five calendar days before the hearing on final approval of the Settlement. Any Settlement Class Member who

does not opt out of the Settlement may appear in person or through their own counsel and raise an objection at the hearing on final approval of the Settlement.

- G. No person shall have any claim against Defendant, Defendant's Counsel, the Class Representative, the Settlement Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Settlement Agreement.

10. Final Approval. Following preliminary approval and the close of the period for submitting Requests for Exclusion, objections, or disputes under this Settlement Agreement, the Class Representative shall apply to the Court for entry of a “**Final Approval Order and Judgment**” in substantially the form attached as **Exhibit 3**. Class Counsel shall provide the draft motion for final approval to Defendant's counsel for review three days before filing.

11. Non-Reversionary. If a Settlement Class Member's check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Settlement Class Member at his or her correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments will become void and no longer available if not cashed within 180 days from the date the Settlement Administrator mails them. The amounts represented by checks remaining uncashed after the 180-day deadline will be tendered by the Settlement Administrator as *cy pres* to Legal Aid at Work – Workers' Rights Clinic. The Parties all represent that they do not have a significant prior affiliation with the recipient that could create a conflict of interest. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

12. Publicity & Non-Disparagement. Neither Plaintiff nor his counsel shall engage in any publicity or disparagement of any type related to the Lawsuit, Defendant or this Settlement.

13. Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If final approval of the Settlement does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

14. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

15. Mutual Full Cooperation. The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and

any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties shall seek first the assistance of the Mediator and then the Court to resolve such disagreement.

16. Privacy of Documents and Information. Class Representative and Class Counsel agree that they will destroy all confidential documents and information provided to them by Defendant within 30 calendar days of the Payment Obligation and Class Release Date, except for documents that must be saved for malpractice purposes or ethical rules governing attorney conduct in California and the United States. Class Representative and Class Counsel further agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of this Lawsuit or the defense or prosecution of a malpractice action or defense of any state bar complaint.

17. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

18. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement.

19. Jurisdiction of the Court. Except for those matters to be resolved by the Mediator or the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of or otherwise arising out of this Settlement Agreement, or relating to the Lawsuit or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court, and the Class Representative, Settlement Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith. Should an action be brought to enforce the terms of this Settlement Agreement by either party, the prevailing party shall be entitled to their reasonable attorneys' fees and costs.

20. California Law Governs. All terms of this Settlement Agreement and the exhibits hereto shall be governed and interpreted according to the laws of the State of California, regardless of its conflict of laws.

21. Invalidity of Any Provision. The Parties request that before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

22. Headings. The headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof.

23. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement shall not constitute a waiver or amendment of any other provision.

24. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Julia C. Riechert
 Orrick, Herrington & Sutcliffe LLP
 1000 Marsh Road
 Menlo Park, California 94025-1015
 jrieichert@orrick.com

if to Plaintiff: Kiley Grombacher
 BRADLEY/GROMBACHER, LLP
 31365 Oak Crest Drive, Suite 240
 Westlake Village, CA 91361
 kgrombacher@bradleygrombacher.com

25. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

26. Binding on Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

27. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Lawsuit, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

28. Counterparts. This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and/or by DocuSign and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

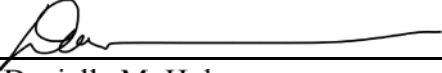
DATED: 11/8/2021

JOHN CAMP

By: 
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Plaintiff & Class Representative

DATED: 11/9/21

WILLIAMS-SONOMA, INC.

By: 
Danielle M. Hohos
Deputy General Counsel
Williams-Sonoma, Inc.

APPROVED AS TO FORM:

DATED: 11/8/2021

BRADLEY/GROMBACHER, LLP

By: 
Kiley Grombacher
Attorney for Plaintiff

DATED: 11/10/2021

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 
Julia C. Riechert
Attorney for Williams-Sonoma, Inc.