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19
20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF SAN FRANCISCO**
22

23 EVAN REED, as an individual on behalf of
24 himself and on behalf of all others similarly
25 situated and Aggrieved Employees;
26 CHRISTINE SOUCI, individually and on
27 behalf of all other Aggrieved Employees,

28 Plaintiff,

vs.

WILLIAMS-SONOMA STORES, INC., a
California corporation; WILLIAMS-
SONOMA, INC., a Delaware corporation,
and DOES 1 to 50, inclusive,

Defendants.

FILED
Superior Court of California
County of San Francisco

AUG 31 2023

CLERK OF THE COURT

BY: 
Deputy Clerk

Case No.: CGC-22-598118

[PROPOSED] JUDGMENT

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1 The Court, having entered its Order Granting Motion for Final Approval of Class and
2 Representative Action Settlement and Request for Attorney's Fees and Costs, hereby enters
3 Judgment as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation of Class and Representative Action Settlement and Release
7 ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Zachary M. Crosner (filed
8 on or about December 21, 2022), is the product of arms-length negotiations between the parties
9 and the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests
10 of the Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
11 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
12 forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 February 7, 2023 Order Granting Preliminary Approval, hereby is certified under California Code
15 of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
16 current and former hourly non-exempt retail store employees employed by Williams-Sonoma
17 Stores, Inc. in California at any time during the Class Period of February 1, 2020 through October
18 26, 2022. The PAGA Group consists of all current and former hourly non-exempt retail store
19 employees employed by Williams-Sonoma Stores, Inc. in California at any time during the PAGA
20 Period of February 17, 2021 through October 26, 2022.

21 4. The Court adjudges Plaintiffs, the Participating Class Members, and the PAGA
22 Group to have released and forever discharged the Released Parties (as defined in the Settlement
23 Agreement), to the fullest extent permitted by law, from all claims, demands, rights, liabilities, and
24 causes of action during the Class Period against the Released Parties, whether known or unknown,
25 that were or could have been asserted (whether statutory, tort, contract, or otherwise) for violations
26 of law arising out of, or relating to, the facts and allegations pled in the operative Second
27 Amended Complaint, including that Defendants failed to pay all wages due (including minimum,
28 straight and overtime wages), failed to provide legally-compliant meal breaks, failed to pay meal

premium pay, failed to provide legally-compliant rest breaks, failed to pay rest premium pay, failed to provide timely and/or accurate final paychecks, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, and engaged in unfair competition and business practices as alleged in the operative Second Amended Complaint, and for penalties under the Private Attorneys General Act as alleged in the operative Second Amended Complaint. The PAGA claims and allegations released include that Defendants failed to pay all wages due (including minimum, straight and overtime wages), failed to provide legally-compliant meal breaks, failed to pay meal premium pay, failed to provide legally-compliant rest breaks, failed to pay rest premium pay, failed to provide timely and/or accurate final paychecks, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, committed recordkeeping violations, failed to provide suitable resting facilities, failed to provide suitable seating, refused to make payment, engaged in statutory wage violations, failed to provide standard conditions under the wage orders, engaged in unlawful agreements and unlawful criminal history inquiries, failed to comply with the California paid sick leave laws, failed to pay reporting time pay and failed to pay split shift premiums.

5. Class Members April Williams, Domenique Newman, Judith Glenzer, Mehrnaz Mehrkhah, and Therese Seiber, submitted valid and timely requests to be excluded from the Settlement. Accordingly these individuals are excluded from the Settlement Class and are not bound by the Settlement Agreement and this Judgment, except as to the release of claims under PAGA.

6. The Settlement Administrator is ordered to distribute to the Participating Class Members and to the PAGA Group their respective settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendants.

7. The Court further orders that the Participating Class Members be provided with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Judgment on its website for a minimum of sixty (60) days.

1 8. The Court having granted Plaintiffs' request for attorney's fees and costs to Class
2 Counsel Crosner Legal, PC and Haig B. Kazandjian Lawyers APC in the amounts of \$283,333.33
3 and \$9,725.87 respectively, the Settlement Administrator is ordered to make such payments
4 consistent with the terms of the Settlement Agreement, this Judgment, and Class Counsel's fee
5 sharing agreement.

6 9. The Court having granted the request for service awards to Plaintiffs and Class
7 Representatives Evan Reed and Christine Souci in the amount of \$5,000.00 each, the Settlement
8 Administrator is ordered to make such payments consistent with the terms of the Settlement
9 Agreement.

10 10. The Court having found and determined settlement of civil penalties under the
11 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, in the amount of
12 \$100,000.00 is fair, appropriate, and reasonable, the Settlement Administrator is ordered to make
13 payment to the California Labor & Workforce Development Agency of \$75,000.00 as its share of
14 the PAGA civil penalties, and to distribute to the PAGA Group their pro rata shares of the
15 remaining \$25,000.00 as their share of the PAGA civil penalties, consistent with PAGA and the
16 terms of the Settlement Agreement.

17 11. The Court having granted the request for settlement administration costs in the
18 amount of \$30,000.00, the Settlement Administrator ILYM Group, Inc., is ordered to pay itself
19 \$30,000.00 for services rendered and to be rendered in administering the settlement consistent
20 with the terms of the Settlement Agreement.

21 12. A compliance hearing is set for January 30, 2024, at 9:30 a.m., in Department 302
22 of the San Francisco County Superior Court. The parties are ordered to file a joint compliance
23 report no later than ten (10) calendar days before the compliance hearing.

24 13. Under California Rule of Court 3.769(h), without affecting the finality of this
25 Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of
26 the Settlement Agreement pursuant to further orders of this Court until this Judgment becomes
27 effective and each and every act agreed to be performed by the parties has been performed under
28 the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement

1 and to implement the Settlement Agreement; and (3) the enforcement, construction, and
2 interpretation of the Settlement Agreement.

3 14. Neither this Judgment nor the Settlement Agreement upon which it is based are an
4 admission or concession by any party of any fault, omission, liability or wrongdoing. This
5 Judgment is not a finding of the validity or invalidity of any claims in this action or a
6 determination of any wrongdoing by any party. The final approval of the parties' settlement will
7 not constitute any opinion, position or determination of this Court as to the merits of the claims or
8 defenses of any party.

9 15. Judgment is hereby entered as follows: Plaintiffs Evan Reed and Christine Souci,
10 the Participating Class Members, and the PAGA Group, shall take nothing from Defendants,
11 except as set forth in the Settlement Agreement.

12 16. The Court shall retain jurisdiction over the parties to interpret, implement and
13 enforce this Judgment.

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

15
16 Dated: 8/31/23

17 
18 Judge of the Superior Court
19 RICHARD ULMER

20 **APPROVED AS TO FORM**

21 Dated: August 29, 2023

22 ORRICK HERRINGTON & SUTCLIFFE LLP

23 
24 Julia C. Reichert
25 Mariam Bicknell
26 Attorneys for Defendants WILLIAMS-SONOMA
27 STORES, INC. and WILLIAMS-SONOMA, INC.,
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