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Attorneys for Plaintiff, JENNIFER GRAJEDA, as a representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and Aggrieved Employees

**SUPERIOR COURT OF THE STATE CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JENNIFER GRAJEDA, on behalf of herself and
all other Aggrieved Employees,

Plaintiff,

v.

WILLIAMS-SONOMA STORES, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIVSB2331014

**CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Assigned for all purposes to:
Hon. Joseph T. Ortiz, Dept. 17

Complaint Filed: May 23, 2023
FAC Filed: May 7, 2024

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and PAGA Representative Action Settlement (“Settlement Agreement” or “Agreement”), is made and entered into by and between Plaintiff JENNIFER GRAJEDA, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representatives”), and Defendant WILLIAMS-SONOMA STORES, INC. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”:

DEFINITIONS

1. “Action” means the Plaintiff’s lawsuit alleging wage-and-hour violations against Defendant entitled *Grajeda v. Williams-Sonoma Stores, Inc. et. al*, Case No. CIVSB2331014, initiated on November 28, 2023 and pending in the Superior Court of California, County of San Bernardino.

2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. “Complaint” refers to the complaint filed in the Action on November 28, 2023, and all amendments thereto. Plaintiff will file a Second Amended Complaint that adds an individual and class claims for the following Labor Code violations: (1) failure to provide meal periods and pay premiums at the regular rate of pay; (2) failure to provide rest breaks and pay premiums at the regular rate of pay; (3) failure to provide complete and accurate wage statements; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages during employment; (7) failure to pay wages to terminated employees; (8) failure to reimburse business expenses; and (9) violation of quota laws.

4. “Class” or “Class Members” consist of: All non-exempt employees of Defendant who worked in California during the Class Period.

5. “Class Counsel” means Jose Garay of Jose Garay, APLC, and Justin Lo and Jarrod Nakano of Work Lawyers PC.

6. “Class Notice” means the Court approved Notice to be mailed to Class Members in English and with a Spanish translation.

7. “Class Period” is the period October 27, 2022, through September 29, 2025. (“Class Period”).

8. “Class Representative” refers to the named Plaintiff, Jennfer Grajeda, in the Complaint in

1 the Action seeking Court approval to serve as a class representative.

2 9. "Court" means the Superior Court of California, County of San Bernardino, where the
3 Action is currently pending.

4 10. "Defendant's Counsel" means Alexandra Stathopoulos Esq. and Scott Morrison Esq. of
5 Orrick, Herrington & Sutcliffe LLP.

6 11. "Effective Date" means the date by when both of the following have occurred: (a) the
7 Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final
8 as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the
9 Court enters Judgment; (b) if one or more Class Members objects to the Settlement, the day after the
10 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
11 the day after the appellate court affirms the Judgment and issues a remittitur.

12 12. "Final Approval Order" means the court order signed by the Court following the final
13 fairness and approval hearing, granting approval of the Settlement.

14 13. "Gross Settlement Amount" means One Million Six Hundred Thousand Dollars
15 (\$1,600,000.00), which is Defendant's maximum total payment under the Settlement except as provided
16 in the Escalator Clause in paragraph 52 below. The Gross Settlement Amount includes the Individual
17 Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel's attorney's
18 fees and costs, the Service Payment to the named Plaintiff and the Settlement Administration Costs,
19 subject to the Escalator Clause. Defendant will be separately responsible for any employer payroll taxes
20 required by law, including the employer FICA, FUTA, and SDI contributions.

21 14. "Individual Class Payment" means the Participating Class Member's pro rata share of the
22 Net Settlement Amount, calculated according to the number of Workweeks worked during the Class
23 Period. Individual Class Settlement Payments will be paid to Settlement Class Members in the form of a
24 check and the Settlement Administrator will make all required withholdings. Individual Settlement
25 Payments will be treated as follows: 30% as wages, reportable on RIS Form W-2 and subject to
26 withholdings; 70% as interest and penalties reportable on IRS Form 1099.

27 15. "Individual PAGA Payment" means the pro rata amount payable from the 25% portion
28 of PAGA Allocation that will be paid to PAGA Employees based on each PAGA Employee's number of

1 PAGA Pay Periods. Individual PAGA Payments will be paid to PAGA Employees in the form of a check,
2 and PAGA Employees will be issued an IRS Form 1099 for their Individual PAGA Payments. Individual
3 PAGA Payments will be treated 100% as penalties.

4 16. "Judgment" means the judgment entered by the Court based upon the Final Approval
5 Order.

6 17. "LWDA" means the California Labor Workforce Development Agency.

7 18. "LWDA Payment" means the 75% portion of the PAGA Allocation that will be paid to
8 the LWDA pursuant to California Labor Code § 2699(i).

9 19. "Net Settlement Amount" means the amount remaining from the Gross Settlement
10 Amount after Class Counsel's court-approved attorneys' fees and costs, Plaintiff's Service Award, the
11 PAGA Allocation, and Settlement Administration Costs have been deducted from the Gross Settlement
12 Amount, from which the Individual Class Settlement Payments will be paid.

13 20. "PAGA" means the California Private Attorneys General Act of 2004 (Labor Code §§
14 2698, et seq.).

15 21. "PAGA Allocation" means the amount that the Parties have agreed to allocate to
16 resolution of the claim for violation of the Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et*
17 *seq.*, "PAGA"). The Parties have agreed that the PAGA Allocation will be \$100,000.00 from the Gross
18 Settlement Amount. Pursuant to PAGA, seventy five percent (75%) of the PAGA Allocation will be paid
19 to the LWDA ("PAGA Penalty Payment"), and twenty five percent (25%) of the PAGA Allocation will
20 be included in the Net Settlement Amount for PAGA Employees ("PAGA Settlement Payment").

21 22. "PAGA Period" is the period November 28, 2022, through September 29, 2025. ("PAGA
22 Period").

23 23. "PAGA Employee" means all Class Members that worked at any time during the PAGA
24 Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Employees are
25 "aggrieved employees" as defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement
26 of the PAGA claim.

27 24. "PAGA Notice" refers to means the notice Plaintiff provided to the LWDA dated
28 September 18, 2023, the amendment to the notice provided to the LWDA dated November 29, 2023 and

1 the amendment to the notice provided to the LWDA dated February 16, 2024.

2 25. "PAGA Pay Periods" means the number of pay periods each PAGA Employee worked
3 during the PAGA Period.

4 26. "PAGA Representative" means Plaintiff.

5 27. "Plaintiff" means Jennifer Grajeda, the named plaintiff in the Action.

6 28. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval
7 of the Settlement.

8 29. "Released Class Claims" means the claims being released as describe in Paragraph 71
9 below.

10 30. "Released PAGA Claims" means the claims being released as described in Paragraph 72
11 below.

12 31. "Released Parties" means Defendant and each of its former and present officers, directors,
13 shareholders, agents, employees, principals, heirs, representatives, accountants, auditors, attorneys,
14 consultants, insurers, and their predecessors, successors, assigns, parent company, subsidiaries and
15 affiliates

16 32. "Request for Exclusion" means a Class Member's written request to be excluded from the
17 Settlement, signed by the Class Member.

18 33. "Response Deadline" means forty-five (45) days after the Settlement Administrator
19 initially mails the Notice to Class Members and the last date on which Class Members may submit a
20 Request for Exclusion or objection to the Settlement. In the case of a re-mailed Notice, the Response
21 Deadline will be the later of forty-five (45) calendar days after initial mailing or fourteen (14) calendar
22 days from re-mailing. The Response Deadline may be extended only as expressly described herein.

23 34. "Service Payment" means a payment to named Plaintiff out of the Gross Settlement
24 Amount of up to ten thousand dollars (\$10,000), or a lesser amount if ordered by the Court, which will be
25 paid to Plaintiff for serving as representative in this case and in exchange for a general release of claims
26 and California Civil Code section 1542 waiver. Plaintiff will also be eligible for an Individual Class
27 Payment and Individual PAGA Payment.

28 35. "Settlement" means the disposition of the Action effected by this Agreement and the

1 Judgment.

2 36. "Settlement Administration Costs" means the reasonable costs and fees incurred by the
3 Settlement Administrator, as approved by the Court, to administer the Settlement in accordance with this
4 Agreement, which will be paid from the Gross Settlement Amount and is expected not to exceed Twenty
5 Thousand Dollars (\$20,000).

6 37. "Settlement Class Members" are those Class Members who do not submit timely
7 Requests for Exclusion to the Settlement Administrator.

8 38. "Workweek" means any workweek in which work was performed by a Settlement Class
9 Member during the Class Period.

10 **PROCEDURAL BACKGROUND**

11 39. On November 28, 2023, Plaintiff commenced this Action by filing a complaint under
12 PAGA against Defendant asserting the following underlying Labor Code violations: (1) failure to provide
13 meal periods and pay premiums at the regular rate of pay; (2) failure to provide rest breaks and pay
14 premiums at the regular rate of pay; (3) failure to provide complete and accurate wage statements; (4)
15 failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages during
16 employment; (7) failure to pay wages to terminated employees; and (8) failure to reimburse business
17 expenses.

18 40. On May 7, 2024, Plaintiff filed a First Amended Complaint alleging additional violations
19 under PAGA, including violations of the quota law under Labor Code 2100.

20 41. On July 29, 2025, the Parties participated in an all-day mediation presided over by private
21 mediator Monique Ngo-Bonnici, which led to this Agreement to settle the Action. The Parties were not
22 able to resolve their disputes at mediation and Ms. Ngo-Bonnici issued a mediator's proposal which was
23 ultimately accepted by the Parties.

24 42. Prior to mediation, Plaintiff obtained, through informal discovery, extensive records
25 including Defendant's relevant wage-and-hour policies, timekeeping and earnings data for a randomly
26 selected 20% sample of PAGA employees, and data points regarding the PAGA employees including
27 number of pay periods at issue and diversity of job titles.

28 43. The Court has not granted class certification.

44. Solely for purposes of settling this case, the Parties agree that Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the PAGA by submission of the amended notice to the LWDA and Defendant.

CONDITIONAL NATURE OF SETTLEMENT

45. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have been met and are met.

46. Defendant has agreed to resolve the Action through this Settlement, but should, for whatever reason, the Settlement not become effective, class certification or representative treatment as part of the Settlement shall have no bearing on and shall not be admissible in connection with whether the Class Members and/or the class claims should be certified in a non-settlement context or whether the PAGA claims may be tried on a representative basis in this Action or in any other lawsuit. Defendant expressly reserves its right to oppose class certification in this Action or any other action should this Settlement not become effective. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation.

DEFENDANT'S DENIAL OF LIABILITY

47. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this lawsuit, the Action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it has complied at all times with the California Business and Professions Code. Nonetheless, Defendant has concluded that further litigation would be protracted, distracting, and expensive, and that it is desirable that the Action be fully and finally settled in the manner

1 and upon the terms and conditions set forth in this Agreement. Defendant has also taken into account the
2 uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and
3 beneficial to settle the Action in the manner and upon the terms and conditions set forth in this Agreement.

4 **PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT**

5 48. Class Counsel has conducted a thorough investigation into the facts of this Action,
6 including an extensive review of relevant documents, and has diligently pursued an investigation of the
7 claims of the Class and PAGA claims against Defendant. Based on its own independent investigation and
8 evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and
9 on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the
10 Class and PAGA employees in light of all known facts and circumstances, including the risk of significant
11 delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous
12 potential appellate issues.

13 **MONETARY TERMS OF SETTLEMENT**

14 49. Payment of Gross Settlement Amount: Defendant promises to pay the Gross Settlement
15 Amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00), subject to the Escalator Clause
16 as described in Paragraph 51 below. Defendant will be separately responsible for any employer payroll
17 taxes required by law, owed on portions of the Individual Class Payments which are allocated as wages,
18 and as calculated by the Administrator. The Administrator will disburse the entire Gross Settlement
19 Amount without asking or requiring Settlement Class Members or PAGA Employees to submit any claim
20 as a condition of payment. No portion of the Gross Settlement Amount will revert to Defendant.

21 50. Payments from the Gross Settlement Amount: The Administrator will make and deduct
22 the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the
23 Final Approval Order:

- 24 a. Service Payment to Plaintiff: Subject to Court approval, and in exchange for a
25 general release, Defendant will not object to Class Counsel's application for a
26 payment of \$10,000.00 to Plaintiff for service as a Class Representative. It is
27 understood that the Service Payment is in addition to any Individual Class
28 Payment and/or Individual PAGA Payment that the Class Representative is

entitled to receive as a Settlement Class Member or PAGA Employee. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment. Plaintiff agrees not to opt out or object to the Service Payment as the Class Representative.

- b. To Class Counsel for Fees and Costs: Subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 35% or \$560,000.00 of the Gross Settlement Amount and reimbursement of Class Counsel's verified litigation costs and expenses. Approved attorney's fees and litigation costs shall be paid at the same time Individual Class Payments and Individual PAGA Payments are issued to the Settlement Class and PAGA Employees. Defendant will not object to Class Counsel's application for attorney's fees not to exceed 35% of the Gross Settlement Amount and Class Counsel's verified litigation costs and expenses.
- c. To the Administrator: From the Gross Settlement Amount, Settlement Administration Costs shall be paid in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00), subject to approval from the Court.
- d. To Each Settlement Class Member: Individual Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member (i.e., those Class Members who do not opt out of the Class Settlement, as defined above) will be paid a pro-rata share of the Net Settlement Amount as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Workweeks during the Class Period to the total Workweeks of all the Settlement Class Members during the Class Period as follows: $[\text{Workweeks worked by a Settlement Class Member}] \div [\text{Sum of all Workweeks worked by all Settlement Class Members}] \times [\text{Net Settlement$

Amount] = Individual Class Payment for a Settlement Class Member. Individual Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members.

e. To the LWDA and PAGA Employees: a PAGA Allocation in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) to be paid to the LWDA, and 25% (\$25,000) to be allocated to the Individual PAGA Payments. Each PAGA Employee will be paid a pro-rata share of the amount allocated to Individual PAGA Payments. PAGA Employees will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment to Employees, i.e. \$25,000.00] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

51. Escalator Clause: The Gross Settlement Amount was calculated based on the understanding that the number of workweeks from November 28, 2022 to July 29, 2025 is estimated to be 220,000. If the number of work weeks worked by Class Members, exceeds 242,000 (i.e., 10 % more than the number of work weeks estimated by Defendant through July 29, 2025), Defendant will have the option of either (1) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of work weeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) by moving back the end of the Class and PAGA Release Periods to the date in which 242,000 work weeks is met.

1 52. Individual Class Payments and Individual PAGA Payments Do Not Give Rise to
2 Additional Benefits: All Settlement Payments to individual Class Members and PAGA Employees shall
3 be deemed to be paid solely in the year in which such payments are actually received. It is expressly
4 understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member or
5 PAGA Employees to additional compensation or benefits under any company bonus, contest or other
6 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will
7 it entitle any Class Member or PAGA Employee to any increased retirement, 401(k) benefits or matching
8 benefits or deferred compensation benefits.

9 **SETTLEMENT FUNDING AND PAYMENTS**

10 53. Class Data: Within twenty-one (21) calendar days from the date the Court grants
11 preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator in the
12 form of a Microsoft Excel Spreadsheet the following information for each Class Member: (1) name; (2)
13 last known address; (3) social security number; (4) number of Workweeks during the Class Period, and
14 (5) number of Workweeks during the PAGA Period. This database shall be based on Defendant's
15 payroll and other business records. The Settlement Administrator will run a check of the Class
16 Members' addresses against those on file with the U.S. Postal Service's National Change of Address
17 List; this check will be performed only once per Class Member by the Settlement Administrator. The
18 Settlement Administrator will keep this database confidential and secure and use it only for the purposes
19 described herein and will return this database to Defendant upon final approval of the settlement or
20 destroy electronic records containing the database after the Settlement is final and all payments are
21 distributed as required under this Agreement. However, Plaintiff's Counsel shall be entitled to review
22 anonymized data showing the workweeks worked by each Class Member, with Class Member identity
23 concealed through use of an employee number or number assigned by the Settlement Administrator.

24 54. Funding of Settlement Account: Defendant shall fully fund the Gross Settlement
25 Amount by transmitting the funds to the Settlement Administrator within twenty-one (21) days
26 of the Effective Date.

27 55. Distribution and Mailing of Settlement Payments: Within fourteen (14) calendar days
28 of receipt of the Gross Settlement Amount from Defendant, the Administrator will mail checks for all

Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Service Payment and Class Counsel's Fees and Costs. Disbursement of the Class Counsel Fees and Costs and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. Individual Class Payments and Individual PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Administrator if they are not cashed by the Settlement Class Member or PAGA Employee within that time, and the Class Member and PAGA Employee's relevant claims will remain released by the Settlement. For any Class Member whose Individual Class Payment check or PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Employee, thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

SETTLEMENT ADMINISTRATION

56. Distribution of Notice of Settlement: Within ten (10) calendar dates of receiving the Class Data, the Administrator will mail each Class Member, by first class mail, the Court approved Class Notice setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement. and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. For each Class Member, there will be pre-printed information on the Class Notice, based on Defendant's records, stating the Class Member's Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the estimated Individual Class Payment and the Individual PAGA Payment. The pre-printed information based on Defendant's records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Class Notice as to his or her Workweeks during the Class Period. Class Members must submit any dispute regarding the information on the Notice as to his or her Workweeks by the Response Deadline.

57. Resending of Undelivered Class Notices: Class Notices returned to the Settlement

1 Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the
2 forwarding address, if any, on the returned envelope. A returned Class Notice will be forwarded by the
3 Settlement Administrator any time that a forwarding address is provided with the returned mail. If there
4 is no forwarding address, the Settlement Administrator will do a search for a new address using the Class
5 Member's social security number or other information. In any instance where a Class Notice is re-mailed,
6 that Class Member will have an additional fourteen (14) days beyond the Response Deadline. A letter
7 prepared by the Settlement Administrator will be included in the re-mailed Class Notice in that instance,
8 stating the extended Response Deadline if different than the original Response Deadline. Upon
9 completion of these steps by the Settlement Administrator, the Settlement Administrator shall be deemed
10 to have satisfied their obligations to provide the Class Notice to the affected Class Member and has no
11 obligation to make further attempts to locate or send the Class Notice to Class Members whose Class
12 Notice is returned a second time. The affected Class Member shall remain a member of the Settlement
13 Class and shall be bound by all the terms of the Settlement and the Court's Final Order and Final
14 Judgment.

15 58. Right of Class Member to Challenge Calculation of Workweeks: If a Class Member
16 disputes the accuracy of the Workweeks allocated to him or her, the Class Member may challenge the
17 number of Workweeks by communicating with the Administrator via fax, email or mail by the Response
18 Deadline. The Administrator must encourage the challenging Class Member to submit information or
19 documents supporting his or her position. In the absence of any contrary documentation, the
20 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long
21 as they are consistent with the Class Data. The Administrator's determination of each Class Member's
22 allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The
23 Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense
24 Counsel and Class Counsel and the Administrator's determination of the challenges.

25 59. Right of Class Member to Request Exclusion from the Settlement: Any Class
26 Member may request to be excluded from the Class by informing the Settlement Administrator
27 by the Response Deadline. The request for exclusion must include the Class Member's name, address,
28 and employee ID, and must be signed by the Class Member. If the Class Member not know his or her

Employee ID, he or she can contact the Settlement Administrator to arrange for an alternate method of identity confirmation. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive their Individual PAGA payment if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound by this Settlement or the Court's Final Approval Order and Judgment other than as it applies to the PAGA Claim.

60. Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class Members cannot exclude themselves from the settlement of the PAGA claims and will receive their Individual PAGA Settlement Payment. Upon entry of Judgment, all Class Members are bound by the Court's resolution of the PAGA Claim. Plaintiff shall serve a notice of the Settlement on the LWDA at or before the time Plaintiff files the motion for preliminary approval.

61. Right of Settlement Class Member to Object to The Settlement: Only Settlement Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees and Costs or Class Representative Service Payment. To object, the Settlement Class Member may (1) appear in person (including through an audio or video call appearance as allowed by the Court) at the Final Approval Hearing to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Administrator Settlement Class Member objecting to the Settlement. Any written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked by the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have

standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware* (2018) 4 Cal.5th 260. Class Counsel and Defendant's Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the final approval hearing, file responses to any written objections submitted to the Court.

THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

62. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

63. Website: The Administrator will post documents and information of interest to Class Members on its website, including the Court orders granting preliminary and final approval of the Settlement and final judgment approving the Settlement on the Administrator's website for a period of not less than 90 calendar days after the final judgment is entered. The address of that website will be included in the Notice.

64. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Upon request, the Administrator shall also promptly e-mail to Class Counsel and Defense Counsel (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

65. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report").

66. Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

67. Administrator's Declaration: Within three weeks of the Response Deadline, the Administrator shall provide Class Counsel and Defendant's Counsel a declaration of due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing of the Class Notices, the Class Notices returned as undeliverable, the remailing of Class Notices, attempts to locate Class members, the total number of Requests for Exclusion from Settlement it received, and the number of written objections it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

RELEASE OF CLAIMS

68. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

69. Plaintiff's Release and Wavier of Right Under California Civil Code Section 1542: In addition to the Released Claims applicable to Settlement Class Members and PAGA Employees, and in consideration for the Service Payment, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted throughout the Effective Date. This release is intended to have the broadest possible application but excludes claims for workers' compensation benefits, claims for unemployment benefits, and any current and/or future claims that are unwaivable as a matter of law. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiff's obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiff's right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or

believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other provision under federal or state law, which provides:

"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."

70. Release by Settlement Class Members: Upon the date Defendant have fully funded the Gross Settlement Amount, each and every Settlement Class Member, on behalf of himself and each of his or her respective former and present representatives, agents, attorneys, heirs, assigns and successors, hereby releases the Released Parties from all causes of action and factual or legal theories arising during the Class Period that were alleged, or that could have been alleged, based on the facts alleged in the Complaint, and/or PAGA Notice, including but not limited to claims for failure to provide meal periods and pay premiums at the regular rate of pay; failure to provide rest breaks and pay premiums at the regular rate of pay; failure to provide complete and accurate wage statements; failure to pay overtime wages; failure to pay minimum wages; failure to timely pay wages during employment; failure to pay wages to terminated employees; failure to reimburse business expenses, failure to maintain reasonable and comfortable temperature controls, failure to provide suitable seating, and violation of quota laws, failure to properly calculate the regular rate of pay, non-neutral time rounding practices, and any alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 227.3, 510, 512(a), 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2101 *et. seq.*, 2800, 2802, and Business and Professions Code section 17200 *et seq.*, and the applicable IWC Wage Orders. Settlement Class Members do not release any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

71. Released PAGA Claims by PAGA Employees: Upon the date Defendant has fully funded

the Gross Settlement Amount, each and every PAGA Employee, will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties for violations that were alleged, or reasonably could have been alleged, during the PAGA Period, based on the facts stated in the Complaint and the PAGA Notice, including but not limited to claims for PAGA penalties based on failure to provide meal periods and pay premiums at the regular rate of pay; failure to provide rest breaks and pay premiums at the regular rate of pay; failure to provide complete and accurate wage statements; failure to pay overtime wages; failure to pay minimum wages; failure to timely pay wages during employment; failure to pay wages to terminated employees; failure to reimburse business expenses, failure to maintain reasonable and comfortable temperature controls, failure to provide suitable seating, failure to calculate the regular rate of pay, non-neutral time rounding practices, and violation of quota laws, and any alleged violations of Labor Code sections 90.5, 98.6, 98.7, 201-204, 206, 208, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1720, 2100, 2101 *et seq.*, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable IWC Wage Orders, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA. PAGA Employees, regardless of whether they submit timely and valid Requests for Exclusion, will be deemed to have released all claims under PAGA that could have been premised on the claims, causes of action or legal theories described the Complaint during the PAGA Period, or, in the alternative, all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA. The State of California and the LWDA will also be deemed to have released all claims under PAGA that could have been premised on the claims, causes of action or legal theories described the Complaint, or, in the alternative, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

72. Prior to the filing of Plaintiff's Motion for Preliminary Approval, the Parties will work in good faith to amend the Complaint. Plaintiff will provide a draft of the Second Amended Complaint to

1 Defendant for review and approval prior to filing.

2 73. Motion for Preliminary Approval: Plaintiff shall submit this Settlement to the Court in
3 support of Plaintiff's unopposed Motion for Preliminary Approval. Plaintiff will prepare, file, and serve
4 upon Defense Counsel all documents necessary for obtaining Preliminary approval, including a
5 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the
6 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
7 Section 2699, subd. (f)(2). At least seven (7) calendar days before the filing deadline for the Motion for
8 Preliminary Approval, Plaintiff will provide drafts of the Memorandum of Points and Authorities and
9 supporting documents to Defendant so that Defendant has an opportunity to review and provide
10 commentary. Defendant and its counsel agree to cooperate to obtain approval of the Settlement, pursuant
11 to the terms set forth herein. Plaintiff's Motion for Preliminary Approval shall apply to the Court for the
12 entry of an order:

- 13 a. Scheduling a final approval and fairness hearing on the question of whether the
14 proposed Settlement, including payment of attorney's fees and costs, and the Class
15 Representative's Service Payment, should be finally approved as fair, reasonable,
16 and adequate as to Class Members;
- 17 b. Certifying a Class;
- 18 c. Approving as to form and content the proposed Notice Packet;
- 19 d. Directing the mailing of the Notice Packet;
- 20 e. Preliminarily approving the Settlement, including Class and PAGA claims;
- 21 f. Conditionally appointing Plaintiff and Class Counsel as representatives of the
22 Class Members; and,
- 23 g. Appointing Phoenix Class Action Administration Solutions as the Settlement
24 Administrator, and order the Settlement Administrator to issue the Notice
25 Packets as outlined above.

26 74. Motion for Final Approval: In conjunction with the hearing of a motion for final approval
27 by the Court of the Settlement, Class Counsel will file in Court, a motion for final approval of the
28 Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699,

subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel will provide to Defendant’s Counsel drafts of these documents for review and approval not later than seven (7) calendar days prior to the filing of the Motion for Final Approval and then submit to the Court a proposed Final Order and judgment containing provisions sufficient to accomplish the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel’s application for an award of attorney’s fees and costs;
- c. Approving the Service Payment to the Class Representative;
- d. Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- e. Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- f. Entering a final judgment in the action as to all PAGA and Class Claims and related issues;
- g. Adjudging that notwithstanding the submission of a timely Request for Exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969, as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State’s claims for civil penalties pursuant to PAGA are also extinguished;
- h. Directing the posting of the settlement documents and final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

75. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

Specifically, any revised final judgments will be provided to Defendant's Counsel for review and approval before they are submitted to the Court.

NULLIFICATION AND TERMINATION

76. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to Class Counsel's fees and costs or granting of Service Payment or settlement money distribution terms; (c) the Court should for any reason fail to issue its Final Order or enter the final judgment; (d) the Final Order or final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

77. If 5% or more of the Class Members opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement, but are not obligated to do so. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a weekly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, no later than fifteen (15) days prior to the date of the Final Approval Hearing. If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

78. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

79. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

80. The Parties agree to fully cooperate with each other to accomplish the terms of this

1 Settlement including, but not limited to, execution of such documents and taking such other action as
2 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
3 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
4 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
5 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
6 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
7 Court's preliminary and final approval of this Settlement.

8 **NO PRIOR ASSIGNMENTS**

9 81. The Parties and their respective counsel represent, covenant, and warrant that
10 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
12 rights herein released and discharged except as set forth herein.

13 **NO TAX ADVICE**

14 82. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice
15 regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the
16 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

17 **NO ADMISSION OF LIABILITY**

18 83. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
19 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
20 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has
21 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
22 attendant inconvenience and expenses. The Parties agree that class certification and representative
23 treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary
24 Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any
25 class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and
26 Plaintiff reserves the right to move for class certification on any grounds available and to contest
27 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will
28 have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings

to enforce or effectuate the Settlement and this Agreement).

CONTINUING JURISDICTION OF THE COURT

84. The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Action over all parties and the Class Members to interpret and enforce the terms, conditions, and obligations of the Agreement.

NOTICES

85. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel:

Justin Lo, Esq.
justin@caorklawyer.com
 Jarrod Nakano, Esq.
jarrod@caorklawyer.com
WORK LAWYERS PC
 22939 Hawthorne Blvd., Ste. 300
 Torrance, CA 90505
 Telephone: (424) 355-8535

Jose R. Garay, Esq.
jose@garaylaw.com
JOSE GARAY, APLC
 249 E. Ocean Blvd., Ste. 814
 Long Beach, CA 90802
 Telephone: (949) 208-3400
 Facsimile: (562) 590-8400

Counsel for Defendant:

Alexandra Stathopoulos, Esq.
astathopoulos@orrick.com
Orrick, Herrington & Sutcliffe LLP
 405 Howard St.
 San Francisco, CA 94105
 Telephone: (415) 773-5635

Scott Morrison, Esq.
Scott.morrison@orrick.com
Orrick, Herrington & Sutcliffe LLP
 2050 Main Street
 Suite 1100
 Irvine, CA 92614
 Telephone: (949) 852-7791

CONSTRUCTION

86. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel

1 participated in the drafting of this Settlement.

2 **CAPTIONS AND INTERPRETATIONS**

3 87. Paragraph titles or captions contained herein are inserted as a matter of convenience and
4 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision
5 hereof.

6 **MODIFICATION**

7 88. This Settlement may not be changed, altered, or modified, except in writing and signed
8 by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by
9 performance in accordance with its terms or by a writing signed by the Parties hereto.

10 **INTEGRATION CLAUSE**

11 89. This Settlement contains the entire agreement between the Parties relating to the
12 Settlement, and all prior or contemporaneous agreements, understandings, representations, and
13 statements, whether oral or written and whether by a party or such party's legal counsel, are superseded.
14 No rights hereunder may be waived except in writing.

15 **WAIVER OF APPEALS**

16 90. The Parties agree to waive appeals from the Judgment, including all rights to post-
17 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
18 extraordinary writs, and appeals, with the exception that Class Counsel retains the right to appeal the
19 amount awarded as attorney's fees, and the Final Approval Order may be appealed if materially
20 different from the proposed final order submitted by the Parties.

21
22 **BINDING ON ASSIGNS**

23 91. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and
24 their respective heirs, trustees, executors, administrators, successors and assigns.

25 **CLASS COUNSEL SIGNATORIES**

26 92. It is agreed that because the members of the Class are so numerous, it is impossible or
27 impractical to have each member of the Class execute this Settlement. The Notice will advise all Class
28 Members and PAGA Employees of the Settlement and of the Released Claims and Released PAGA

1 Claims, and the release shall have the same force and effect as if this Settlement were executed by each
2 Settlement Class Member.

3 **COUNTERPARTS**

4 93. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
5 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
6 deemed an original, and, when taken together with other signed counterparts, shall constitute one
7 Settlement, which shall be binding upon and effective as to all Parties.

8 **CONFIDENTIALITY & PUBLIC COMMENT**

9 94. The Parties agree that the Settlement shall remain confidential until the preliminary
10 approval motion is filed. However, this paragraph shall not prevent Class Counsel from communicating
11 with the Class Members and PAGA Employees, or the Parties from communicating with the LWDA, the
12 DLSE, or the Court, as may be required in response to inquiries about the terms of this Settlement and/or
13 to fulfill their ethical responsibilities under the Settlement and to their respective clients. Thereafter, the
14 Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other
15 than in court filings.

16 **APPLICABLE LAW**

17 95. All terms and conditions of this Agreement will be governed by and interpreted according
18 to the internal laws of the state of California, without regard to conflict of law principles.

19 **STAY OF LITIGATION**

20 96. The Parties agree that upon the date of acceptance of the mediator's proposal (July 29,
21 2025), the litigation in this Action shall be stayed, except to effectuate the terms of this Agreement. The
22 Parties further agree that pursuant to CCP section 583.330 to extend the date to bring a case to trial under
23 CCP section 583.310 for the entire period of this settlement process to final approval.

24 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
25 Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

26 IT IS SO STIPULATED.

27
28 SIGNATURES ON NEXT PAGE

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Plaintiff & Class Representative:

Dated: 11/14/2025

Signed by:

By: _____
Jennifer Grajeda,

Plaintiff's Counsel:

Dated: 11/13/2025

WORK LAWYERS PC

DocuSigned by:

By: _____
Justin Lo
Attorneys for Plaintiff Jennifer Grajeda

Defendant:

Williams-Sonoma Stores, Inc.

Dated: _____

By: Laura Alber

Print Name


Signature
Laura Alber (Nov 18, 2025 16:49:48 PST)

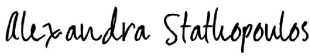
President

Title

Defendant's Counsel:

Orrick, Herrington & Sutcliffe LLP.

Dated: 11/17/2025

By: 

Alexandra Stathopoulos
Attorney for Defendant Williams-Sonoma Stores, Inc.