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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
NOV - 5 2026
BY _____
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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- 50, Inclusive,

Defendants.

Case No.: CIVSB2331014

[Assigned for all purposes to the Hon. Joseph T. Ortiz; Dept. S17]

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, AWARDING ATTORNEYS' FEES, COSTS AND SERVICE AWARD, AND JUDGMENT

Hearing:
Date: November 5, 2026
Time: 1:30 p.m.
Dept.: S17
Judge: Hon. Joseph T. Ortiz

Complaint Filed: November 28, 2023
Trial Date: Not Yet Set

[PROPOSED] ORDER AND JUDGMENT

Plaintiff JENNIFER GRAJEDA's Motion for Final Approval of Class and Representative Action Settlement and Application for Attorneys' Fees, Costs and Service Award came on for hearing on November 5, 2026, at 1:30 p.m., in Department S17 of this Court, the Honorable Joseph T. Ortiz presiding. The Court, having read and considered the papers filed in support of the motion and application, the Settlement Agreement, the declarations and exhibits, the record of this action, and the arguments of counsel, and good cause appearing, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Class and PAGA Representative Action Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by Plaintiff JENNIFER GRAJEDA ("Plaintiff") and Defendant WILLIAMS-SONOMA STORES, INC. ("Defendant"), attached hereto as **Exhibit A**, is finally approved as fair, reasonable and adequate, and the Parties are directed to consummate its terms. All capitalized terms in this Order and Judgment have the meanings given to them in the Settlement Agreement. The Class Notice provided to the Class is attached hereto as **Exhibit B**.

2. The Settlement Class is finally certified for settlement purposes only and consists of all non-exempt employees of Defendant who worked in California during the Class Period. The "Class Period" is October 27, 2022 through September 29, 2025. The two (2) individuals who submitted timely and valid Requests for Exclusion, identified in the Declaration of Connor Tevenan, are excluded from the Settlement Class, but remain bound by the release of the Released PAGA Claims.

3. The "PAGA Period" is November 28, 2022 through September 29, 2025. "PAGA Employees" are all Class Members who worked for Defendant at any time during the PAGA Period.

4. The Settlement Class satisfies the requirements of a class for settlement purposes because the Settlement Class Members are readily ascertainable, and a well-defined community of interest exists in the questions of law and fact affecting the Parties.

5. The Class Notice was mailed to Class Members by first-class mail in accordance with the Preliminary Approval Order and the Settlement Agreement. The Class Notice fully and accurately informed Class Members of the material terms of the Settlement, their right to request exclusion, object or dispute their workweeks, and the date of the final approval hearing. The notice given was the best notice practicable under the circumstances, satisfied due process and California Rules of Court, rule 3.766 and rule 3.769, and constituted due and sufficient notice to all persons entitled to it. The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement Agreement.

6. No Settlement Class Member objected to the Settlement.

7. Plaintiff JENNIFER GRAJEDA is confirmed as Class Representative. Justin Lo and Jarrod Y. Nakano of Work Lawyers PC and Jose R. Garay of Garay, APLC are confirmed as Class Counsel. Plaintiff and Class Counsel have adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement.

8. Phoenix Settlement Administrators is confirmed as the Settlement Administrator and is ordered to carry out the Settlement distribution according to the terms of the Settlement Agreement and this Order and Judgment.

9. The Court approves the settlement of the PAGA claims under Labor Code section 2699, subdivision (l), and finds the PAGA Allocation of $100,000.00 fair, reasonable and adequate in light of PAGA's purposes. Seventy-five percent (75%), or $75,000.00, shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%), or $25,000.00, shall be distributed to the PAGA Employees pro rata based on the number of pay periods each worked during the PAGA Period.

10. Notwithstanding the submission of a timely Request for Exclusion, all Class Members who are PAGA Employees are bound by the settlement and release of the Released PAGA Claims, because requests for exclusion do not apply to the Released PAGA Claims. (*Arias v. Superior Court* (2009) 46 Cal.4th 969.) The claims of the State of California and the LWDA for civil penalties under PAGA that are covered by the Released PAGA Claims are extinguished.

11. Effective on the date Defendant fully funds the Gross Settlement Amount and the employer payroll taxes owed on the wage portion of the Individual Class Payments: (a) each Settlement Class Member releases the Released Class Claims described in paragraph 70 of the Settlement Agreement; (b) each PAGA Employee, the State of California and the LWDA release the Released PAGA Claims described in paragraph 71 of the Settlement Agreement; and (c) Plaintiff provides the general release and Civil Code section 1542 waiver described in paragraph 69 of the Settlement Agreement.

12. The Court awards Class Counsel attorneys' fees in the amount of $533,333.33, which is one-third of the Gross Settlement Amount, to be divided between Work Lawyers PC and Jose Garay, APLC under their written agreement. The Court finds the attorneys' fees are justified in light of the efficiency and quality of the Settlement in the face of substantial risks, the relatively early procurement of benefits to the Settlement Class, and the contingency nature of the representation in this matter. The Court further finds the hourly rates of Class Counsel reasonable in light of the experience of counsel.

13. The Court awards Class Counsel reimbursement of actual litigation costs in the amount of $20,000.00, payable to Work Lawyers PC.

14. The Court awards Settlement Administration Costs in the amount of $20,000.00, payable to Phoenix Settlement Administrators.

15. The Court awards Plaintiff and Class Representative JENNIFER GRAJEDA a Service Payment of $10,000.00. The Court finds Plaintiff undertook risks and performed valuable services on behalf of the Settlement Class, and that the award has a negligible impact on the payments to Settlement Class Members.

16. The Net Settlement Amount of $916,666.67 shall be distributed to the Settlement Class Members pro rata based on the number of Workweeks each worked during the Class Period, as provided in the Settlement Agreement. No portion of the Gross Settlement Amount shall revert to Defendant.

17. Defendant shall fund the Gross Settlement Amount within twenty-one (21) days

of the Effective Date. Within fourteen (14) calendar days of receiving those funds, the Settlement Administrator shall mail all payments required by the Settlement Agreement and this Order and Judgment. Settlement checks shall remain negotiable for one hundred eighty (180) calendar days from issuance. The funds represented by any check that is not cashed by that date shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee, under Code of Civil Procedure section 384, subdivision (b), leaving no unpaid residue.

18. The Settlement Administrator shall post this Order and Judgment on its website for not less than ninety (90) calendar days after entry of judgment. That posting constitutes notice of entry of judgment to the Settlement Class under California Rules of Court, rule 3.771(b).

19. The Settlement Administrator shall file a final report on the distribution of the settlement funds, including confirmation that the funds from any uncashed checks were transmitted to the California State Controller's Unclaimed Property Fund, by July 26, 2027. A compliance hearing regarding the final report is set for August 6, 2027, at 8:30 a.m. in Department S17 of this Court.

20. Class Counsel shall submit a copy of this Order and Judgment to the LWDA within ten (10) days after its entry, as required by Labor Code section 2699, subdivision (l)(3).

21. Judgment is hereby entered in this action as to all Class claims and PAGA claims in accordance with the Settlement Agreement and this Order and Judgment. Under California Rules of Court, rule 3.769(h), and Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce this Judgment and to supervise the implementation, interpretation, administration and consummation of the Settlement, including the binding effect of the releases on Plaintiff, the Settlement Class Members and the PAGA Employees.

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22. The Parties and their counsel are ordered to cooperate in carrying out the terms of the Settlement Agreement consistent with this Order and Judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: Nov. 5, 2026

Hon. Joseph T. Ortiz
Judge of the Superior Court