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15 (CONTINUED ON NEXT PAGE)

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SUPERIOR COURT OF CALIFORNIA

18

IN AND FOR THE COUNTY OF SAN FRANCISCO

19

20 EVAN REED and CHRISTINE SOUCI, as
individuals and on behalf of all others
21 similar situated;

22 Plaintiff,

23 vs. WILLIAMS-SONOMA STORES, INC., a
California corporation, WILLIAMS-
24 SONOMA, INC., a Delaware corporation,
and DOES 1 through 100, inclusive,

25 Defendants.
26
27

CASE NO. CGC-22-598118

STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE

28

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Attorneys for Defendants
WILLIAMS-SONOMA STORES, INC. and
WILLIAMS-SONOMA, INC.

1 part of the Settlement or Court order, securing the Court’s approval of the Settlement,
2 administering the Settlement, obtaining entry of an Order and Judgment approving the
3 Settlement, and expenses for any experts. Class Counsel will request not more than one-third of
4 the Total Maximum Settlement Amount, or \$283,333.33, in attorneys’ fees, and not more than
5 \$25,000.00 in actual litigation costs and expenses.

6 5. “Class Counsel” means Crosner Legal, P.C., and Haig B. Kazandjian Lawyers,
7 APC.

8 6. “Class List” means a complete list of all Class Members that Defendants will
9 diligently and in good faith compile from their records and provide to the Settlement
10 Administrator. The Class List will be formatted in Microsoft Office Excel and will include each
11 Class Member’s full name; most recent mailing address; Social Security Number; Workweeks
12 and PAGA Pay Periods.

13 7. “Class Notice” means the Notice of Class and Representative Action Settlement
14 substantially in the form attached hereto as Exhibit A, and approved by the Court.

15 8. “Class Period” means the period from February 1, 2020 through the date of
16 preliminary approval, or October 26, 2022, whichever is sooner.

17 9. “Class Representative” means Plaintiff Evan Reed.

18 10. “Court” means the San Francisco County Superior Court.

19 11. “Effective Date” shall be when Final Approval of the Settlement can no longer be
20 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn
21 with Court approval by the time of the Final Approval Hearing) or any plaintiff in intervention,
22 upon service of the Notice of Entry of Judgment. If objections are heard by the Court and
23 overruled, and no Appeal is taken of the Judgment by an objector or plaintiff in intervention, then
24 the Effective Date shall be 65 calendar days after Notice of Entry of Judgment. If any Appeal is
25 taken from the Court’s overruling of any objections to the Settlement, then the Effective Date
26 shall be 10 calendar days after all appeals are withdrawn or after an appellate decision affirming
27 the Final Approval and Judgment becomes final.

28 12. “Final Approval” means the Court’s Order granting final approval of the

1 Settlement.

2 13. "Individual Settlement Payment" means each eligible Settlement Group member's
3 respective share of the Net Settlement Sum.

4 14. "Named Plaintiff Awards" means the award provided to Evan Reed and Christine
5 Souci in the amount of \$5,000 each, in exchange for a general release and 1542 waiver, and in
6 recognition of their efforts and work in prosecuting the Action on behalf of the Settlement Group.
7 Defendants agree not to oppose or impede any application or motion for the Named Plaintiff
8 Awards not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff.

9 15. "Net Settlement Sum" means the portion of the Total Maximum Settlement
10 Amount remaining after deducting the Named Plaintiff Awards, the PAGA Payment to the
11 LWDA, the Attorneys' Fees and Costs Payment, and the Administrator Payment. The entire Net
12 Settlement Sum will be distributed to the eligible Settlement Group Members. There will be no
13 reversion of any portion of the Net Settlement Sum to Defendants.

14 16. "Notice of Entry of Judgment" means a Notice of Entry of Judgment pursuant to
15 section 664.5(c) of the California Code of Civil Procedure to be filed and served by Plaintiffs.

16 17. "Objection" means a Class Member's valid and timely written objection to the
17 Settlement Agreement. For an Objection to be valid, it must include: (i) the objector's full name,
18 signature, address, and telephone number; (ii) a written statement of all grounds for the objection
19 accompanied by any legal support for such objection; and (iii) copies of papers, briefs, or other
20 documents upon which the objection is based, if any. Alternatively, any Class Member may
21 object by appearing at the Final Approval Hearing either with or without submitting a written
22 Objection.

23 18. "PAGA Group" means all current and former hourly non-exempt retail store
24 employees employed by Williams-Sonoma Stores, Inc. in California at any time during the
25 PAGA Period. Members of the PAGA Group are "PAGA Group Members."

26 19. "PAGA Payment" means the \$100,000.00 from the Total Maximum Settlement
27 Amount allocated to civil penalties under the Private Attorneys General Act, California Labor
28 Code §§ 2698, *et seq.* ("PAGA"). 75% of the PAGA Payment will be paid to the California

1 Labor & Workforce Development Agency for its portion of the civil penalties (the “PAGA
2 Payment to the LWDA”), and 25% of the PAGA Payment will be included in the Net Settlement
3 Sum and paid to the PAGA Group (the “PAGA Payment to the PAGA Group Members”).

4 20. “PAGA Pay Periods” means the number of pay periods that a PAGA Group
5 Member worked in California during the PAGA Period, exclusive of leaves of absence.

6 21. “PAGA Period” means the period from February 17, 2021 through the date of
7 preliminary approval, or October 26, 2022, whichever is sooner.

8 22. “PAGA Representatives” means Plaintiffs Evan Reed and Christine Souci.

9 23. “Parties” means Plaintiffs and Defendants collectively.

10 24. “Participating Class Member” means any Class Member who does not submit a
11 timely and valid Request for Exclusion.

12 25. “Preliminary Approval” means the Court order granting preliminary approval of
13 the Settlement.

14 26. “Released Claims” means all claims, demands, rights, liabilities, and causes of
15 action during the Class Period against the Released Parties, whether known or unknown, that
16 were or could have been asserted (whether statutory, tort, contract, or otherwise) for violations of
17 law arising out of, or relating to, the facts and allegations pled in the operative complaint,
18 including that Defendants failed to pay all wages due (including minimum, straight and overtime
19 wages), failed to provide legally-compliant meal breaks, failed to pay meal premium pay, failed
20 to provide legally-compliant rest breaks, failed to pay rest premium pay, failed to provide timely
21 and/or accurate final paychecks, failed to provide accurate itemized wage statements, failed to
22 reimburse for business expenses, and engaged in unfair competition and business practices as
23 alleged in the operative Second Amended Complaint, and for penalties under the Private
24 Attorneys General Act as alleged in the operative Second Amended Complaint. The PAGA
25 claims and allegations released include that Defendants failed to pay all wages due (including
26 minimum, straight and overtime wages), failed to provide legally-compliant meal breaks, failed to
27 pay meal premium pay, failed to provide legally-compliant rest breaks, failed to pay rest premium
28 pay, failed to provide timely and/or accurate final paychecks, failed to provide accurate itemized

1 wage statements, failed to reimburse for business expenses, committed recordkeeping violations,
2 failed to provide suitable resting facilities, failed to provide suitable seating, refused to make
3 payment, engaged in statutory wage violations, failed to provide standard conditions under the
4 wage orders, engaged in unlawful agreements and unlawful criminal history inquiries, failed to
5 comply with the California paid sick leave laws, failed to pay reporting time pay and failed to pay
6 split shift premiums. The Released Claims do not include any claims that cannot be released as a
7 matter of law.

8 27. “Released Parties” means Williams-Sonoma Stores, Inc. and Williams-Sonoma,
9 Inc., including their past or present successors and predecessors in interest, acquirers,
10 subsidiaries, affiliates, parents, officers, directors, shareholders, employees, agents, principals,
11 representatives, accountants, auditors, consultants, insurers and reinsurers.

12 28. “Request for Exclusion” means a timely letter submitted by a Class Member
13 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set
14 forth the name, address, telephone number and last four digits of the Social Security Number of
15 the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to
16 the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be
17 included in the Settlement; and (v) be postmarked on or before the Response Deadline.

18 29. “Response Deadline” means the deadline by which Class Members must postmark
19 to the Settlement Administrator Requests for Exclusion, or postmark Objections to the Settlement
20 Administrator. The Response Deadline is 45 calendar days from the initial mailing of the Class
21 Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday,
22 in which case the Response Deadline will be extended to the next day on which the U.S. Postal
23 Service is open.

24 30. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
25 class action settlement administrator agreed to by the Parties and approved by the Court for the
26 purposes of administering this Settlement. The Parties each represent that they do not have any
27 financial interest in the Settlement Administrator or otherwise have a relationship with the
28 Settlement Administrator that could create a conflict of interest.

1 Settlement Class shall be certified. This Settlement Agreement is contingent upon the approval
2 and certification by the Court of the Settlement Class for settlement purposes only. Defendants do
3 not waive, and instead expressly reserve, all rights to challenge the propriety of class certification
4 for any purpose should the Court not approve the Settlement. In connection with the proposed
5 certification of the Settlement Class, the Parties shall cooperate and present to the Court for its
6 consideration competent evidence, as may be requested by the Court, under the applicable due
7 process requirements and standards for class certification. In the event either preliminary or final
8 approval of the Settlement is not obtained or, if obtained, is reversed upon Appeal, the Parties
9 shall be returned to their respective positions in the Action as they existed immediately prior to
10 the execution of this Settlement Agreement. Furthermore, nothing said or represented in
11 connection with obtaining approval of the Court with respect to this settlement, either on a
12 preliminary or final basis, shall be admissible for any purpose other than to obtain approval by the
13 Court of this Settlement.

14 38. Funding of the Total Maximum Settlement Amount. Within 7 calendar days of the
15 Effective Date, the Settlement Administrator shall provide Defendants with the total disbursement
16 amount (the Total Maximum Settlement Amount, together with the employer-side payroll taxes)
17 and wiring instructions. Defendants will deposit the Total Maximum Settlement Amount via wire
18 transfer into a Qualified Settlement Account to be established by the Settlement Administrator
19 within 20 calendar days of the Effective Date. The Total Maximum Settlement Amount was
20 agreed upon based on Defendants' representations that there were approximately 201,218
21 workweeks for the Class Members through the Parties' mediation. If the number of workweeks
22 worked by the Class Members exceeds that number more than 10%, the Total Maximum
23 Settlement Amount shall be increased on a pro rata basis per workweek exceeding the 10%
24 increase (i.e., if the number increases by 11%, the Total Maximum Settlement Amount shall be
25 increased by 1%).

26 39. Attorneys' Fees and Costs. The Attorneys' Fees and Costs Payment will be paid
27 from the Total Maximum Settlement Amount. Defendants agree not to oppose or impede any
28 application or motion by Class Counsel for the Attorneys' Fees and Costs Payment. Any funds

1 allocated to the Attorneys' Fees and Costs Payment but not awarded by the Court will be included
2 in the Net Settlement Sum and distributed pro rata to the Participating Class Members. The
3 Settlement Administrator will issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees
4 and Costs Payment.

5 40. Named Plaintiff Awards. The Named Plaintiff Awards will be paid from the Total
6 Maximum Settlement Amount and will be in addition to each Plaintiff's Individual Settlement
7 Payment. Defendants agree not to oppose or impede any application or motion for the Named
8 Plaintiff Awards. Any funds allocated to the Named Plaintiff Awards but not awarded by the
9 Court will be included in the Net Settlement Sum and distributed pro rata to the Participating
10 Class Members. Plaintiffs will be solely responsible to pay any and all applicable taxes on the
11 payment made pursuant to this paragraph, and the Settlement Administrator will issue an IRS
12 Form 1099 to Plaintiffs for the Named Plaintiff Awards.

13 41. Administrator Payment. The Administrator Payment will be paid from the Total
14 Maximum Settlement Amount. Any funds allocated to the Administrator Payment but not
15 incurred by or otherwise paid to the Settlement Administrator will be included in the Net
16 Settlement Sum and distributed pro rata to the Participating Class Members.

17 42. PAGA Payment. The PAGA Payment will be paid from the Total Maximum
18 Settlement Amount. The PAGA Payment to the LWDA will be paid to the LWDA and the PAGA
19 Payment to the PAGA Group Members is part of the Net Settlement Sum and will be distributed
20 pro rata to the PAGA Group Members as set forth below.

21 43. Individual Settlement Payment Calculations. The Individual Settlement Payments
22 will be paid from the Net Settlement Sum. The class portion of each Individual Settlement
23 Payment for each Participating Class Member shall be determined and paid as follows: the Net
24 Settlement Sum (less the PAGA Payment to the PAGA Group Members) shall be distributed pro
25 rata to each Participating Class Member based on their proportional number of Workweeks
26 worked during the Class Period. This will be calculated by multiplying the Net Settlement Sum
27 (less the PAGA Payment to the PAGA Group Members) by a fraction, the numerator of which is
28 the Participating Class Member's Workweeks, and the denominator of which is the total number

1 of Workweeks worked by all Participating Class Members during the Class Period. The PAGA
2 portion of each Individual Settlement Payment for each PAGA Group Member shall be
3 determined and paid as follows: the PAGA Payment to the PAGA Group Members shall be
4 distributed pro rata based on the number of PAGA Pay Periods worked by each PAGA Group
5 Member. This is calculated by multiplying the PAGA Payment to the PAGA Group Members by
6 a fraction, the numerator of which is the PAGA Group Member's total PAGA Pay Periods, and
7 the denominator of which is the total number of PAGA Pay Periods worked by all PAGA Group
8 Members. The Settlement Administrator shall be responsible for reducing each Individual
9 Settlement Payment based on any required deductions for each Participating Class Member
10 and/or PAGA Group Member as specifically set forth herein, including employee-side tax
11 withholdings or deductions.

12 44. No Credit To Benefit Plans. The Individual Settlement Payments, as well as any
13 other payments made pursuant to this Settlement, will not be utilized to calculate any additional
14 benefits under any benefit plans to which any Settlement Group Members may be eligible,
15 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
16 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
17 Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
18 amounts to which any Settlement Group Members may be entitled under any benefit plans.

19 45. Administration Process. The Parties agree to cooperate in the administration of the
20 Settlement and to make all reasonable efforts to control and minimize the costs and expenses
21 incurred in administration of the Settlement.

22 46. Delivery of the Class List. Within 10 business days of notice of entry of the
23 Preliminary Approval order, Defendants will provide the Class List to the Settlement
24 Administrator.

25 47. Notice by First-Class U.S. Mail. Within 10 business days after receiving the Class
26 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members
27 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in
28 the Class List. The Class Notice shall be in substantially the same form as Exhibit A hereto, as

1 approved by the Court.

2 48. Confirmation of Contact Information in the Class List. Prior to mailing, the
3 Settlement Administrator will perform a search based on the National Change of Address
4 Database for information to update and correct for any known or identifiable address changes.
5 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the
6 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
7 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
8 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
9 promptly attempt to determine the correct address using a skip-trace or other search using the
10 name, address and/or Social Security Number of the Class Member involved, and will then
11 perform a single re-mailing.

12 49. Toll-Free Telephone Number. The Settlement Administrator will set up and
13 maintain a toll-free telephone number for Class Members to contact the Settlement Administrator
14 regarding the Settlement.

15 50. Disputed Information on Class Notices. Class Members will have an opportunity
16 to dispute the Workweek information provided in their Class Notices. To do so Class Members
17 may produce evidence to the Settlement Administrator showing that such information in the Class
18 Notice is inaccurate. The Settlement Administrator will decide the dispute. Defendants' records
19 will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted
20 by the Class Member and will make the final decision as to the merits of the dispute, which
21 decision shall be final and unappealable by any Party or Class Member. All disputes will be
22 resolved within 10 business days.

23 51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
24 the class portion of the Settlement must sign and postmark a written Request for Exclusion to the
25 Settlement Administrator by the Response Deadline. The postmark date will be the exclusive
26 means to determine whether a Request for Exclusion has been timely submitted. There is no right
27 for PAGA Group Members to opt out of the PAGA portion of the Settlement. Every PAGA
28 Group Member will receive their pro rata portion of the PAGA Payment to the PAGA Group

1 Members and will be bound by the release of claims under PAGA.

2 52. Defective Submissions. If a Class Member's Request for Exclusion is defective as
3 to the requirements listed herein, that Class Member will be given an opportunity to cure the
4 defect(s). The Settlement Administrator will mail the Class Member a cure letter within 3
5 business days of receiving the defective submission to advise the Class Member that his or her
6 submission is defective and that the defect must be cured to render the Request for Exclusion
7 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) 15 calendar
8 days from the date of the cure letter to postmark a revised Request for Exclusion. If the revised
9 Request for Exclusion is not postmarked within that period, it will be deemed untimely.

10 53. Option to Rescind the Settlement Agreement: Defendants may elect, at their
11 option, to rescind the Settlement if 5% or more of Class Members submit timely and valid
12 Requests for Exclusion. If Defendants exercise the conditional right to rescind, they must do so
13 by written communication to Class Counsel within 30 calendar days of the Response Deadline.

14 54. Settlement Terms Binding. All Participating Class Members will be bound by the
15 terms of the Settlement, including those pertaining to the Released Claims, as well as any
16 Judgment that may be entered by the Court if it grants final approval to the Settlement. All PAGA
17 Group Members will be bound by the terms of the PAGA portion of the Settlement, including
18 those pertaining to the Released Claims under PAGA, as well as any PAGA portion of the
19 Judgment that may be entered by the Court if it grants final approval to the Settlement.

20 55. Objection Procedures. To object to the Settlement, a Class Member may timely
21 submit to the Settlement Administrator a written Objection. Any written Objection must be
22 signed by the Class Member and contain all information required by this Settlement Agreement,
23 as specified in the Class Notice. Written Objections may be mailed to the Settlement
24 Administrator as explained in the Class Notice. The Settlement Administrator will forward
25 copies of all written Objections to both Class Counsel and counsel for the Defendants within 3
26 calendar days of receipt. The postmark date will be deemed the exclusive means for determining
27 whether a written Objection is timely. Class Members who fail to object in the manner specified
28 above will be deemed to have waived all objections to the Settlement and will be foreclosed from

1 making any objections, whether by Appeal or otherwise, to the Settlement Agreement.
2 Alternatively, any Class Member may appear at the Final Approval Hearing, personally or
3 through their own counsel, in order to have their objections heard by the Court, regardless of
4 whether such Class Member submits a written Objection. Only Participating Class Members may
5 object to the Settlement. At no time will any of the Parties or their counsel seek to solicit or
6 otherwise encourage Class Members to submit written or oral objections to the Settlement or
7 Appeal the Order and Judgment. Class Counsel will not represent any Class Members with
8 respect to any such objections to this Settlement.

9 56. Weekly Reports. The Settlement Administrator will provide counsel for both
10 Parties with a weekly report that specifies the number of Class Members who have submitted
11 valid Requests for Exclusion, and whether any Class Member has disputed their Workweek
12 information contained in their Class Notice. Additionally, the Settlement Administrator will
13 provide to counsel for both Parties any updated reports regarding the administration of the
14 Settlement Agreement as needed or requested.

15 57. Distribution of Settlement Payments. Within 10 business days of receipt of the
16 Total Maximum Settlement Amount, the Settlement Administrator will issue all Court-approved
17 payments to: (i) the Participating Class Members and PAGA Group Members; (ii) the Labor &
18 Workforce Development Agency; (iii) Plaintiffs; (iv) Class Counsel, and (v) itself.

19 58. Uncashed Settlement Checks. It is expressly understood and agreed that the
20 checks for the Individual Settlement Payments will become void and no longer available if not
21 cashed within 180 days from the date the Settlement Administrator mails them. All funds
22 represented by uncashed checks will be forwarded to the California State Controller's Unclaimed
23 Property Fund.

24 59. Certification of Completion. Upon completion of administration of the Settlement,
25 the Settlement Administrator will provide a written declaration under oath to certify such
26 completion to the Court and counsel for all Parties.

27 60. Treatment of Individual Settlement Payments. The class portion of the Individual
28 Settlement Payments will be allocated as follows: (i) one-third of each Individual Settlement

1 Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii) two-thirds
2 will be allocated to expenses, penalties and interest for which IRS Forms 1099-MISC will be
3 issued. The PAGA portion of the Individual Settlement Payments will be treated as penalties for
4 which IRS Forms 1099-MISC will be issued.

5 61. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator will be responsible for issuing to Plaintiffs, Settlement Group Members, and Class
7 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
8 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
9 all payroll taxes and penalties to the appropriate government authorities.

10 62. No Prior Assignments. The Parties and their counsel represent, covenant, and
11 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
12 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
13 demand, action, cause of action or right herein released and discharged.

14 63. Nullification of Settlement Agreement. In the event that: (i) the Court does not
15 finally approve the Settlement; or (ii) the Settlement does not become final for any other reason,
16 then this Settlement Agreement, and any documents generated to bring it into effect, will be null
17 and void. Any order or judgment entered by the Court in furtherance of this Settlement
18 Agreement will likewise be treated as void from the beginning.

19 64. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
20 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval
21 Order for (a) conditional certification of the Settlement Class for settlement purposes only, (b)
22 Preliminary Approval of the proposed Settlement, and (c) setting a date for the Final Approval.
23 The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members
24 as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit
25 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
26 proposed Class Notice. Plaintiffs shall also timely provide notice of the settlement and
27 Preliminary Approval Hearing to the Labor & Workforce Development Agency as required by
28 PAGA. Class Counsel shall provide the draft motion for preliminary approval to Defendants'

1 counsel for review three days before filing.

2 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
3 deadline to postmark Requests for Exclusion and Objections, and with the Court's permission, a
4 Final Approval Hearing will be conducted to determine the Final Approval of the Settlement,
5 along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the PAGA
6 Payment to the LWDA; (iii) the Named Plaintiff Awards; (iv) the Attorneys' Fees and Costs
7 Payment; and (v) the Administrator Payment. Class Counsel will be responsible for drafting all
8 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
9 the application for the Named Plaintiff Awards and Attorneys' Fees and Costs Payment, and a
10 request for approval of the Administrator Payment, to be heard at the Final Approval Hearing.
11 Class Counsel shall provide the draft motion for final approval to Defendants' counsel for review
12 three days before filing.

13 66. Release by Plaintiffs, the Settlement Group and LWDA. Upon the Effective Date
14 and conditioned upon full satisfaction by Defendants of the Settlement payment obligations,
15 Plaintiffs and all Participating Class Members will be deemed to have released the Released
16 Claims, and the LWDA and all PAGA Group Members will be deemed to have released the
17 Released Claims brought under PAGA, and will be barred from bringing or prosecuting any of
18 the Released Claims against the Released Parties.

19 67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
20 the Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court
21 for its approval. After entry of the Judgment, under Code of Civil Procedure section 664.6, the
22 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
23 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
24 post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
25 Agreement.

26 68. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being
27 released by all Participating Class Members and PAGA Group Members, Plaintiffs will release
28 and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any

1 and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have
2 against the Released Parties as of the date of execution of this Settlement Agreement. Plaintiffs
3 expressly waive any and all rights and benefits conferred upon them by the provisions of Section
4 1542 of the California Civil Code or similar provisions of applicable law, which are as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
7 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
8 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE**
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
10 **DEBTOR OR RELEASED PARTY.**

11 69. Exhibit Incorporated by Reference. The terms of this Settlement Agreement
12 include the terms set forth in the attached Exhibit, which is incorporated by this reference as
13 though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral part of the
14 Settlement.

15 70. Entire Agreement. This Settlement Agreement and attached Exhibit constitute the
16 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
17 agreements may be deemed binding on the Parties. The Parties expressly recognize California
18 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
19 that a written agreement is to be construed according to its terms and may not be varied or
20 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
21 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

22 71. Amendment or Modification. Except as to non-material changes required by the
23 Court and agreed to between the Parties, no amendment, change, or modification to this
24 Settlement Agreement will be valid unless in writing and signed by the Parties. Concerning non-
25 material changes required by the Court, the Parties agree that their counsel may submit stipulated
26 amendments to this Settlement Agreement without obtaining further signatures from the Parties.

27 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
28 and represent they are expressly authorized by the Parties whom they represent to negotiate this
Settlement Agreement and to take all appropriate action required or permitted to be taken by such
Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other

1 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
2 counsel will cooperate with each other and use their best efforts to effect the implementation of
3 the Settlement. If the Parties are unable to reach agreement on the form or content of any
4 document needed to implement the Settlement, or on any supplemental provisions that may
5 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
6 the Court to resolve such disagreement.

7 73. Binding on Successors and Assigns. This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
9 defined.

10 74. California Law Governs. All terms of this Settlement Agreement and Exhibit
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 75. Execution and Counterparts. This Settlement Agreement may be executed in
13 counterparts, each of which shall be an original, but all of which together shall constitute one
14 agreement. The Parties agree that execution via DocuSign or another similar electronic signature
15 service, or of a scanned image, shall have the same force and effect as execution of an original,
16 that an electronic signature or scanned image of a signature shall be deemed an original and valid
17 signature, and that the Settlement Agreement may not be challenged on the basis of such
18 signatures.

19 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions of this
22 Settlement Agreement valid and enforceable.

23 77. Waiver of Certain Appeals. The Parties agree to waive Appeals; except, however,
24 that either party may Appeal any court order that materially alters the Settlement Agreement's
25 terms.

26 78. Publicity and Non-Disparagement. Neither Plaintiffs nor their counsel shall engage
27 in any publicity or disparagement of any type related to the Action, Defendants, or this
28 Settlement.

1 79. Privacy of Documents and Information. Plaintiffs and Class Counsel agree that
2 they will destroy all confidential documents and information provided to them by Defendants
3 within 30 calendar days of the Effective Date, except for documents that must be saved for
4 malpractice purposes or ethical rules governing attorney conduct in California and the United
5 States. Plaintiffs and Class Counsel further agree that none of the documents and information
6 provided to them by Defendants shall be used for any purpose other than prosecution of this
7 Action or the defense or prosecution of a malpractice action or defense of any state bar complaint.

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

12 To Plaintiffs and the Settlement Class:

13 Zachary M. Crosner
14 CROSNER LEGAL, P.C.
15 9440 Santa Monica Blvd., Ste. 301
16 Los Angeles, CA 90210

17 Haig B. Kazandjian
18 HAIG B. KAZANDJIAN LAWYERS, APC
19 801 North Brand Blvd., Ste. 970
20 Glendale, CA 91203

21 To Defendants:

22 Julia Riechert
23 ORRICK, HERRINGTON & SUTCLIFFE LLP
24 1000 Marsh Road
25 Menlo Park, CA 94025-1015

26 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense and risk of continued
28 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
they violated any federal, state, or local law; violated any regulations or guidelines promulgated
pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
engaged in any other unlawful conduct with respect to their employees. Neither this Settlement

1 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will
2 be construed as an admission or concession by Defendants of any such violations or failures to
3 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
4 Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
5 as evidence in any action or proceeding to establish any liability or admission on the part of
6 Defendants or to establish the existence of any condition constituting a violation of, or a non-
7 compliance with, federal, state, local or other applicable law.

8 82. Waiver. No waiver of any condition or covenant contained in this Settlement
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
10 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
11 right or remedy.

12 83. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
13 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
14 construed more strictly against one party than another merely by virtue of the fact that it may
15 have been prepared by counsel for one of the Parties, it being recognized that, because of the
16 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
17 this Settlement Agreement.

18 84. Representation By Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this Settlement
20 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
21 counsel. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens
22 on the Settlement Agreement.

23 85. All Terms Subject to Court Approval. All amounts and procedures described in
24 this Settlement Agreement herein will be subject to final Court approval.

25 86. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
26 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
27 this Settlement Agreement.

28 87. Binding Agreement. The Parties warrant that they understand and have full

1 authority to enter into this Settlement Agreement, and further intend that this Settlement
2 Agreement will be fully enforceable and binding on all parties, and agree that it will be
3 admissible and subject to disclosure in any proceeding to enforce its terms.

4 88. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in
5 the Action, except such proceedings necessary to implement and complete the Settlement, in
6 abeyance pending the Final Approval to be conducted by the Court.

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8 **SIGNATURES FOLLOW ON NEXT PAGE**

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SIGNATURES

PLAINTIFFS

DEFENDANTS

DATED:

DATED: 10/27/2022

By: _____
Evan Reed

By: David R. King _____

Name David R. King _____

Title Executive Vice President, General Counsel
On Behalf of Williams-Sonoma Stores, Inc.
and Williams-Sonoma, Inc.

DATED:

By: _____
Christine Souci

APPROVED AS TO FORM:

DATED:

DATED: October 28, 2022

By: _____
Zachary M. Crosner
CROSNER LEGAL, P.C.
Attorneys for Evan Reed

By: Julia Riechert _____
Julia C. Riechert
ORRICK, HERRINGTON &
SUTCLIFFE, LLP
Attorneys for Williams-Sonoma
Stores, Inc. and Williams-Sonoma,
Inc.

DATED:

By: _____
Haig B. Kazandjian
HAIG B. KAZANDJIAN, APC
Attorneys for Christine Souci

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SIGNATURES

PLAINTIFFS

DEFENDANTS

DATED: 10 / 26 / 2022

DATED:

By: 

Evan Reed

By: _____

Name _____

Title _____

On Behalf of Williams-Sonoma Stores, Inc.
and Williams-Sonoma, Inc.

DATED: 11 / 10 / 2022


By: 

Christine Souci

APPROVED AS TO FORM:

DATED: 10/26/2022

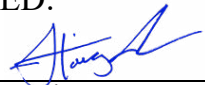
DATED:

By: 

Zachary M. Crosner
CROSNER LEGAL, P.C.
Attorneys for Evan Reed

By: _____
Julia C. Riechert
ORRICK, HERRINGTON &
SUTCLIFFE, LLP
Attorneys for Williams-Sonoma
Stores, Inc. and Williams-Sonoma,
Inc.

DATED: 11/10/2022

By: 

Haig B. Kazandjian
HAIG B. KAZANDJIAN, APC
Attorneys for Christine Souci