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1 WILLIAM L. MARDER, ESQ. (CBN 170131)
2 **Polaris Law Group LLP**
3 501 San Benito Street, Suite 200
4 Hollister, CA 95023
5 Tel: (831) 531-4214
6 Fax: (831) 634-0333

7 Dennis S. Hyun (State Bar No. 224240)
8 **HYUN LEGAL, APC**
9 515 S. Figueroa St., Suite 1250
10 Los Angeles, CA 90071
11 (213) 488-6555
12 (213) 488-6554 facsimile
13 Attorneys for Plaintiff and the Class

FILED
Superior Court of California
County of Placer

JAN 19 2021

Jake Chatters
Executive Officer & Clerk
By: O. Lucatuorto, Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF PLACER**

11 BARBARA FARINHA, as an individual
12 and on behalf of all others similarly
13 situated,

14 Plaintiffs,

15 vs.

16 WILLIAMS-SONOMA STORES, INC.,
17 a California corporation; and DOES 1
18 through 50, inclusive,

19 Defendants.

Case No.: S-CV-0042819

Honorable Michael W. Jones, Dept. 3

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: January 15, 2021

Time: 8:30 a.m.

Dept.: 3

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiff Barbara Farinha's ("Plaintiff") Motion for Final Approval of Class Action
3 Settlement came before this Court, on January 15, 2021, the Honorable Michael W. Jones,
4 Judge presiding. As set forth in the Stipulation of Settlement and Release ("Joint Stipulation"
5 or "Settlement Agreement") and the Stipulation for Amendment between Plaintiff and
6 Defendant Williams-Sonoma Stores, Inc. ("Defendant") (collectively, the "Parties"), pursuant
7 to the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary
8 Approval Order"), adequate notice having been given as required in said Preliminary Approval
9 Order, and the Court having considered all papers filed and proceedings had herein, and good
10 cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

11 The Court has jurisdiction over the subject matter of the action and all parties.

12 Based on a review of the papers submitted by Plaintiff and a review of the applicable law,
13 the Court finds that the Maximum Settlement Amount of \$1,885,000.00 and the terms set forth in
14 the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement
15 is hereby incorporated into this Order as though fully set forth herein. Except as otherwise
16 specified herein and for purposes of this Order, the terms used in this Order have the meaning
17 assigned to them in the Settlement Agreement and the Notice of Class Action Settlement (the
18 "Class Notice").

19 The Court has determined that the Class Notice provided to the Settlement Class pursuant
20 to the Preliminary Approval Order fully and accurately informed all Settlement Class Members
21 of the material elements of the proposed Settlement, constituted the best notice practicable under
22 the circumstances, and constituted valid, due and sufficient notice to all Settlement Class
23 Members.

24 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
25 reasonable and adequate in all respects, determines that the Settlement was made in good faith
26 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
27 accordance with the terms of the Settlement Agreement. The Court further finds that the
28 Settlement was the result of arm's-length negotiations and a full day of mediation conducted

1 after Class Counsel had thoroughly and adequately investigated the claims and became familiar
2 with the strengths and weaknesses of those claims. In particular, the amount of monies allocated
3 to the Settlement Class Members, and the assistance of an experienced mediator in the settlement
4 process, among other factors, support the Court's conclusion that the Settlement is fair,
5 reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Individual
6 Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement
7 Agreement, are fair and reasonable under the facts of this case.

8 The Court hereby grants final approval of attorneys' fees in the amount of \$628,333.33
9 and costs in the amount of \$14,386.81 to Polaris Law Group, LLP and Hyun Legal, APC.

10 The Court hereby grants final approval of an Class Representative Enhancement Payment
11 in the amount of \$10,000.00 to Plaintiff, in addition to her share of the Individual Settlement
12 Payment as a Settlement Class Member, for Plaintiff's time and effort serving as the Class
13 Representative and executing a general release, including a waiver of Civil Code § 1542.

14 The Court also hereby approves payment of \$37,500.00 to Phoenix Settlement
15 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
16 render in administering the Settlement as described more fully in the Settlement Agreement.

17 Pursuant to the Private Attorneys General Act ("PAGA"), Labor Code Section 2698, *et*
18 *seq.*, the Court has reviewed the Settlement Agreement as it relates to the allocation of civil
19 penalties under PAGA. The Court hereby approves payment of \$75,000.00 to the California
20 Labor & Workforce Development Agency (the "LWDA") for the LWDA's share of penalties
21 pursuant to Labor Code § 2699(i). The \$75,000.00 payment constitutes the 75% allocation to the
22 LWDA of the total amount of \$100,000.00 allocated to PAGA penalties, with 25%, or
23 \$25,000.00 being allocated to the PAGA Amount, which shall be paid to eligible Settlement
24 Class Members.

25 The Court hereby finds that the Class Notice and all related documents have been mailed
26 to all Settlement Class Members as previously ordered by the Court, and that such Class Notice
27 fairly and adequately described the terms of the proposed Settlement Agreement, the manner in
28 which Settlement Class Members could object to or participate in the Settlement, and the manner

1 in which Settlement Class Members could opt out of the Settlement Class; was the best notice
2 practicable under the circumstances; was valid, due and sufficient notice to all Settlement Class
3 Members; and complied fully with California Rule of Court 3.769, due process and all other
4 applicable laws. The Court further finds that a full and fair opportunity has been afforded to
5 Settlement Class Members to participate in the proceedings convened to determine whether the
6 proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby
7 determines that all Settlement Class Members who did not file a timely and proper request to be
8 excluded from the Settlement are bound by this Order. Moreover, the Court overrules the
9 objection of Settlement Class Member Amber Ree Soesbe.

10 The Court finds that Phillip Digiacomio, Teresa Engert, Teri Goldberg, Teresa Kempker,
11 Jennifer Ngo, Olivia Overton, Vicki Peters, Beverly Simon, and Carol Weinfeld filed valid and
12 timely requests for exclusion and shall therefore be excluded from the Settlement.

13 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
14 Settlement Class, Plaintiff and Defendant. The Court further finds that the Settlement is the
15 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between
16 the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
17 involvement of an experienced mediator, and all Settlement Class Members, and confers a
18 financial benefit to the Settlement Class commensurate with the likely recovery if Plaintiff
19 prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement
20 Agreement is consistent with public policy, and fully complies with all applicable provisions of
21 law, including the provisions of California Code of Civil Procedure section 382 and California
22 Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the
23 amounts paid under the Settlement, the allocation of settlement proceeds among the Settlement
24 Class Members and the fact that a settlement represents a compromise of the Parties' respective
25 positions rather than the result of a finding of liability at trial all support the Court's decision
26 granting final approval. The following factors also support the decision granting final approval:
27 the risk, expense, complexity and likely duration of further litigation; the risk of attaining and
28

1 maintaining class action status throughout the proceedings; and the extent of discovery
2 completed and the stage of the proceedings.

3 The reaction of the Settlement Class Members to the proposed Settlement further
4 supports the Court's decision granting final approval. There are only nine requests for exclusion
5 from the Settlement and one objection.

6 Phoenix Settlement Administrators shall calculate and administer from the Settlement
7 Amount the following, all of which shall be deducted from the \$1,885,000.00 Maximum
8 Settlement Amount: Individual Settlement Payments to be made to the Settlement Class
9 Members; Attorneys' Fees and Expenses to Class Counsel; Class Representative Enhancement
10 Payment to Plaintiff; and PAGA payment to the LWDA. Phoenix Settlement Administrators is
11 hereby directed to mail the Individual Settlement Payments and take all other actions in
12 furtherance of the settlement administration as specified in the Settlement Agreement.

13 The releases, waivers and covenants not to sue by Plaintiff and the Settlement Class, as
14 set forth in the Settlement Agreement and in the Class Notice, are approved. As set forth in the
15 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
16 Settlement, Class Representative and every member of the Settlement Class (except those who
17 opt out of the Settlement), will release and discharge Defendant, its past or present officers,
18 directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
19 auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in
20 interest, subsidiaries, affiliates, parents and attorneys ("**Released Parties**") from any and all
21 claims, demands, rights, liabilities and causes of action that were or could have been pleaded
22 (whether in tort, contract or otherwise) under local, state or federal law arising out of, relating to,
23 or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements,
24 omissions, or failures to act pleaded in the operative complaint against Williams-Sonoma Stores,
25 Inc. through the date of preliminary approval, or January 31, 2020, whichever is earlier,
26 including but not limited to claims related to minimum wage, unpaid wages and overtime
27 compensation, meal and rest break violations, untimely wages, untimely final paychecks,
28 inaccurate itemized wage statements, failure to maintain payroll records, unreimbursed business

1 expenses, and unfair and unlawful business practices, and for civil penalties under the Private
2 Attorney General Act ("Class Released Claims").

3 By means of this Final Approval Order, and in accordance with Rule 3.769 of the
4 California Rules of Court, final judgment is entered, as defined in section 577 of the California
5 Code of Civil Procedure, binding each Settlement Class Member and operating as a full release
6 and discharge of Released Claims. All rights to appeal this Order or the Judgment have been
7 waived except as specifically permitted in the Settlement Agreement.

8 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
9 obligations under the Settlement or under this Order.

10 Settlement Class Members shall have one-hundred eighty (180) days from the date of
11 issuance of the check to negotiate the check. Funds represented by Individual Settlement
12 Payment checks returned as undeliverable and/or checks remaining un-cashed for more than 180
13 days after issuance will be tendered to Legal Aid at Work – Workers' Rights Clinic.

14 A compliance hearing is set for Jan - 14, 2022, at 8:30 a.m./p.m.
15 in Department 3 of the above-referenced Court. At least seven calendar days prior to the
16 compliance hearing, the Parties will file the Settlement Administrator's written declaration under
17 oath certifying the total amount that was paid to all Settlement Class Members, the amounts
18 representing the uncashed and/or undeliverable checks, and provide information as to the
19 distribution of the un-cashed funds to be tendered to Legal Aid at Work. The Parties will further
20 file an amended judgment in compliance with Code of Civil Procedure § 384.

21 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
22 and continuing jurisdiction over the action and the Parties for purposes of supervising the
23 implementation, enforcement, construction, administration and effectuation of the Settlement
24 Agreement.

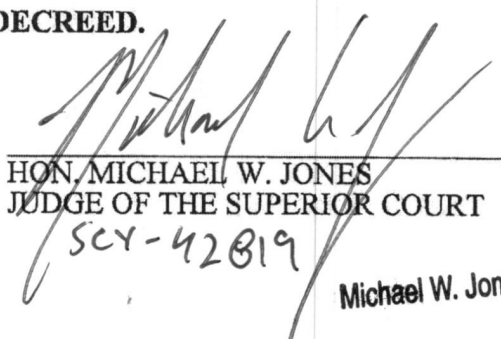
25 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
26 comply with the terms of the Settlement Agreement.

27 Notice of entry of this Order and Judgment will be available on the Settlement
28 Administrator's website.

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

2
3 Dated:

JAN. 19, 2021

4 
HON. MICHAEL W. JONES
JUDGE OF THE SUPERIOR COURT

5 SCY-42819

6 Michael W. Jones

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On this date I caused to be served the **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the parties in this action, by placing copies of the same in envelopes, addressed as follows and delivered in the manner indicated:

Glendale, CA 91203

Proof of Service

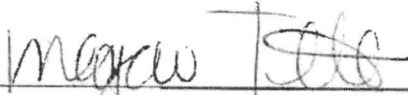
1 (By Courier) I delivered the envelopes to UPS who contracted to deliver the envelope to the
2 addressee on the same day next day.

3 (By Hand) I delivered the envelope to addressee.

4 (By Telecopier) I also caused each document to be sent by telecopier to the fax numbers
5 stated above. The transmissions were reported as complete and without error.

6 X (By E-Mail) I caused each document to be send via e-mail to the e-mail stated above. The
7 transmission was reported as complete and without error.

8 I declare under penalty of perjury that the foregoing is true and correct. Executed at
9 Hollister, CA on December 14, 2020.



10 Megan Tittle