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FILED
Superior Court of California
County of Los Angeles

05/31/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Alaniz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TANIA J. PEREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

BLUE BOTTLE COFFEE, LLC, a limited
liability company; BLUE BOTTLE COFFEE,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: 22STCV03240

[Hon. Steve Cochran, Dept. 16]

~~PROPOSED~~ JUDGMENT

[Filed with Notice of Motion and Motion to
Approve Settlement, the Declarations of Kane
Moon and Lisa Mullins, and [Proposed]
Order]

PAGA APPROVAL HEARING:

Date: May 16, 2024

Time: 9:00 a.m.

Dept.: 16

Action Filed: January 27, 2022

Trial Date: Not Set

1 **[PROPOSED] JUDGMENT**

2 Plaintiff Tania Perez (“Plaintiff”) seeks approval of a PAGA Settlement Agreement and
3 Release (the “PAGA Settlement”) entered into with Defendants Blue Bottle Coffee, LLC and Blue
4 Bottle Coffee, Inc. (“Defendants”) (together, the “Parties”) in full resolution of the above-
5 captioned litigation (the “Action”).

6 The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve
7 Settlement Agreement and Release of PAGA Claims Pursuant to Labor Code Sections 2698, *et*
8 *seq.* (“PAGA Approval Motion”), the supporting declaration and exhibits thereto, all papers filed
9 and proceedings had herein, and having reviewed the record in this Action, and good cause
10 appearing,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 1. The Court, for purposes of this Judgment, refers to all defined terms and provisions
13 as set forth in the PAGA Settlement, which was attached as “**Exhibit 1**” to the Declaration of Kane
14 Moon in Support of Plaintiff’s PAGA Approval Motion filed herewith.

15 2. The Court hereby GRANTS the PAGA Approval Motion, and the PAGA Settlement
16 is hereby accepted and approved.

17 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
18 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
19 claims being released under the terms of the PAGA Settlement. The California Labor and Workforce
20 Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online
21 submission process, and no objection has been received to the PAGA Settlement from the LWDA.

22 4. The obligations set forth in the PAGA Settlement are deemed part of this Judgment,
23 and the Parties and Administrator are ordered to carry out the PAGA Settlement according to its
24 terms and provisions.

25 5. Release by Plaintiff on Behalf of the LWDA. Upon the approval by the Court of this
26 Agreement and payment by Defendants of all funds due under this Settlement, Plaintiff,
27 individually and as the representative acting as a proxy or agent of the LWDA, a State of California
28

Executive Branch Agency, in this Action, agrees to release Blue Bottle, its past, present, and future affiliates, representatives, related entities, holding companies, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, attorneys, insurers, and legal representatives (“Released Parties”) for penalties under the California Private Attorneys’ General Act (Labor Code section 2698, et seq.) predicated on the violations of the Labor Code that were alleged or could have been alleged under the facts and/or allegations pleaded in the PAGA Notice and/or Action and/or Class Complaint, including but not limited to Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 1198.5, 2699(f)(2), and the IWC Wage Orders, that accrued at any time between January 27, 2021 to the date of approval of this Agreement (“Released Claims”). The PAGA Claim Employees waive any rights provided by California Civil Code Section 1542 as to the Released Claims only, which states: 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 the with debtor or released party.

6. Plaintiff’s Individual Release of Unknown Claims. In addition to release of the Released Claims, Plaintiff and all persons purporting to act on Plaintiff’s behalf or purporting to assert a claim under or through her shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all claims, known or unknown, asserted and unasserted, that they have or may have had against any of the Released Parties from the beginning of time through the date of approval of this Agreement, including, but not limited to, any claims concerning Plaintiff’s employment and/or the termination of her employment with Blue Bottle; any claims based on the California Labor Code (including for wages, bonuses, severance pay, employment benefits, stock options); any claims asserting a violation of any personnel policy; any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, wrongful termination; and/or any

1 claim for damages of any kind whatsoever, arising out of any common law torts; contracts, express
2 or implied; any covenant of good faith and fair dealing; any theory of wrongful discharge; any
3 theory of negligence; any theory of retaliation; any legal restriction on any affiliated entity's right
4 to terminate the employment relationship; or any federal, state, local, or other governmental
5 statute, executive order, regulation or ordinance; or common law; or any other basis whatsoever,
6 to the fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the
7 approval of the Agreement by the Court shall have, expressly waived and relinquished to the
8 fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California
9 Civil Code and any other similar provision under federal or state law that purports to limit the
10 scope of a general release. Plaintiff, for herself, has read Section 1542 of the Civil Code of the
11 State of California, which provides as follows: A general release does not extend to claims that
12 the creditor or releasing party does not know or suspect to exist in his or her favor at the time of
13 executing the release and that, if known by him or her, would have materially affected his or her
14 settlement with the debtor or released party.

15 7. The PAGA Settlement is not an admission by Defendant, nor is this Judgment a
16 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment,
17 the PAGA Settlement, nor any document referred to herein, nor any action taken to carry out the
18 PAGA Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
19 liability whatsoever by or against Defendant.

20 8. Defendants shall pay the total of \$425,000.00 (the "Maximum Settlement Amount")
21 to resolve this action, subject to section 8 of the PAGA Settlement. Through the Settlement
22 Administrator, the Maximum Settlement Amount shall be used to pay the PAGA Claim Employee
23 Fund, LWDA Fund, attorneys' fees to Plaintiff's Counsel, litigation costs to Plaintiff's Counsel, and
24 administration costs. Defendants shall fully fund the Maximum Settlement Amount by transmitting
25 the funds to the Settlement Administrator within 7 business days after the Effective Date, as that
26 term is defined under the PAGA Settlement.

1 9. Within 30 calendar days after Defendant funds the Maximum Settlement Amount,
2 the Administrator shall issue payment to the PAGA Claim Employees, the LWDA, Plaintiff, and
3 Plaintiff’s Counsel. The Court approves of the proposed letter attached to the PAGA Settlement as
4 “**Exhibit C**” to be sent by the Administrator to PAGA Claim Employees along with their respective
5 PAGA Claim Employee Settlement Award.

6 10. The face of each check to PAGA Claim Employees shall prominently state the date
7 (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all
8 checks not cashed by the void date. Before mailing any checks, the Administrator must update the
9 recipients’ mailing addresses using the National Change of Address Database. For any PAGA Claim
10 Employee whose PAGA Claim Employee Settlement Award check is uncashed and cancelled after the
11 void date, the Administrator shall transmit the funds represented by such checks to the California
12 Controller – Unpaid Wages Fund in the name of the PAGA Claim Employee.

13 11. The Court appoints ILYM Group, Inc. as the Administrator. The Court approves
14 and orders an Administration Expenses Payment in the amount of \$7,500.00 from the Maximum
15 Settlement Amount to the Administrator for the costs of settlement administration.

16 12. The Court appoints Plaintiff’s counsel of record Moon Law Group, PC as PAGA
17 Counsel. The Court approves and orders attorneys’ fees of \$141,666.67 from the Maximum
18 Settlement Amount to PAGA Counsel for their reasonable attorneys’ fees, as well as litigation
19 costs of \$24,381.81 for reimbursement of litigation costs actually incurred. The Court finds that
20 the fees and costs amounts are reasonable in light of the benefits provided to the LWDA and
21 PAGA Claim Employees.

22 13. After deducting Settlement Administrator’s Fees, PAGA Counsel attorneys’ fees
23 and costs, the remainder shall be allocated as the Net Settlement Amount and distributed as 75%
24 to the LWDA (the “LWDA Fund”) and 25% to PAGA Claim Employees on a pro-rata basis as
25 calculated by the Settlement Administrator according to the number of Qualifying Pay Periods
26 worked by PAGA Claim Employees (the “PAGA Claim Employee Fund”).

1 14. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the PAGA Settlement and approved by the Court. Defendants and the
3 Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for
4 any other charge, expense, or liability relating to the Released PAGA Claims and shall be released
5 from all claims as set forth in the Settlement Agreement and in this Order.

6 15. This Action is dismissed with prejudice.

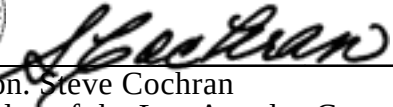
7 16. Plaintiff shall submit a copy of this Judgment to the LWDA within 30 calendar days
8 after entry hereof.

9 17. Pursuant to California Code of Civil Procedure section 664, this Court shall retain
10 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing
11 this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
12 such post-Judgment matters as are permitted by law.

13
14 **IT IS SO ORDERED.**

15
16 DATED: 05/31/2024





Hon. Steve Cochran
Judge of the Los Angeles County Superior Court