S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs
JULIE NORDMAN AND LINDA PEPPARS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JULIE NORDMAN and LINDA PEPPARS, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT CO., a California corporation; COMPASS GROUP USA, INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23-CIV-00188

Assigned for all purposes to the Honorable Nina Shapirshteyn, Dept. 11

NOTICE OF ENTRY OF ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: January 17, 2023
FAC Filed: April 25, 2024
SAC Filed: June 27, 2024
Trial Date: Not set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on March 28, 2025, the Court in the above-entitled action entered an order granting preliminary approval of the Parties' Joint Stipulation of Class Action and PAGA Settlement. A true and correct copy of the minute order entered by the Court on March 28, 2025, is attached hereto as Exhibit 1.

Dated: April 7, 2025

PARKER & MINNE, LLP

By: ______________________
S. Emi Minne
Attorneys for Plaintiffs

EXHIBIT 1

Electronically
FILED
By Superior Court of California, County of San Mateo
ON 04/07/2025
By /s/ Tovar, Priscilla
Deputy Clerk

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs
JULIE NORDMAN AND LINDA PEPPARS

Electronically
RECEIVED
3/19/2025
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JULIE NORDMAN and LINDA PEPPARS, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT CO., a California corporation; COMPASS GROUP USA, INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23-CIV-00188

Assigned for all purposes to the Honorable Nina Shapirshteyn, Dept. 11

[~~PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: March 13, 2025
Time: 9:00 a.m.
Dept.: 11

Complaint Filed: January 17, 2023
FAC Filed: April 25, 2024
SAC Filed: June 27, 2024
Trial Date: Not set

[~~PROPOSED~~] ORDER

Plaintiffs Julie Nordman and Linda Peppars' ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing on March 13, 2025 in Department 11 of the above-entitled Court, the Honorable Nina Shapirshteyn presiding. The Court, having considered Plaintiffs' Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached hereto as **Exhibit A** to this Order ("Agreement"). The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. The Court hereby adopts the Tentative Ruling on Plaintiff's Motion attached hereto as **Exhibit B** to this Order ("Tentative Ruling"). The Tentative Ruling is hereby incorporated into this Order.

3. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and reasonable. It appears to the Court that adequate investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel's Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards

made available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiffs in their individual capacity and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former unionized non-exempt employees of Defendant Bon Appetit Management Co. who performed work at Oracle Park and/or Chase Center at any time during the period commencing on January 17, 2019, and ending on April 18, 2024.

7. For purposes of settlement only, the Court designates Plaintiffs Julie Nordman and Linda Peppars as the Class Representatives.

8. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker of Parker & Minne, LLP as Class Counsel.

9. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator.

10. The Parties are ordered to implement the Agreement according to the terms of the Agreement.

11. Within fourteen (14) calendar days of the date of this Order, Defendants shall provide the Administrator with the Class List consisting of the following information for each Class Member: full name, last known address, last known telephone number, social security number, start and end dates of active employment as a non-exempt employee of Defendants in the State of California, total

shifts during the Class Period, and total pay periods during the PAGA Period.

12. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement ("Notice") attached as **Exhibit C** to this Order.

13. The Court finds that the form of notice to the Class regarding the pendency of the action and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice to members of the Class, satisfy the requirements of due process, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

14. The Court further approves the procedures for Class Members to opt-out of or object to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for filing objections in connection with the Final Approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Agreement, in accordance with the due process rights of all Class Members.

15. The Court directs the Administrator to mail the Notice to the members of the Class no later than fourteen (14) calendar days after receiving the Class List from Defendants, in accordance with the terms of the Agreement.

16. The Notice shall provide sixty (60) calendar days' notice for Class Members to submit disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed shall have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the Agreement.

17. The hearing on Plaintiff's Motion for Final Approval is scheduled in Department 11 of this Court, located at 1050 Mission Road, South San Francisco, California 94080 on November 20, 2025, at 3:00 p.m.

18. At the Final Approval hearing, the Court will consider: (a) whether the Agreement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Agreement should be entered; and (c) whether Plaintiffs' application for

the proposed Class Representative Enhancement Payments, Settlement Administration Costs, and Class Counsel's Fees and Costs, should be granted.

19. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiffs' application for the Class Representative Enhancement Payments, Settlement Administration Costs, and Class Counsel's Fees and Costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

20. The Court orders the following implementation schedule:

Event	**Date**
Defendants to provide Class List to the Administrator no later than:	14 calendar days following preliminary approval
Administrator to mail the Class Notice to the Class no later than:	14 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

21. Pending the Final Approval hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

22. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

IT IS SO ORDERED.

Electronically
SIGNED
By /s/ Shapirshteyn, Nina
03/28/2025

DATED: By: ______________________________
Honorable Nina Shapirshteyn
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs
JULIE NORDMAN and LINDA PEPPARS

Lonnie D. Giamela (SBN 228435)
lgiamela@fisherphillips.com
Joel Moon (SBN 290470)
jmoon@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90017
Telephone: (213) 330-4500 / Fax: (310) 330-4501

Attorneys for Defendants
BON APPETIT MANAGEMENT CO. and
COMPASS GROUP USA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JULIE NORDMAN and LINDA PEPPARS, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT CO., a California corporation; COMPASS GROUP USA, INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23-CIV-00188

Assigned for all purposes to the Honorable Susan L. Greenberg, Dept. 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: January 17, 2023
FAC Filed: April 25, 2023
SAC Filed: June 27, 2024
Trial Date: Not set

<u>JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT</u>

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Julie Nordman and Linda Peppars, individually and on behalf of the Class, and Defendants Bon Appetit Management Co. and Compass Group USA, Inc.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" refers to the court action entitled *Julie Nordman, et al. v. Bon Appetit Management Co., et al.*, San Mateo County Superior Court Case No. 23-CIV-00188.

3. "Class Counsel" means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP, who will seek to be appointed as counsel for the Class.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $416,666.67), and the reimbursement of costs and expenses associated with the litigation and settlement of the Action, not to exceed $20,000.00, subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members and PAGA Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class Members' and PAGA Members': (1) full name; (2) last known home address; (3) social security number; (4) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (5) total shifts during the Class Period; (6) total pay periods during the PAGA Period; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former unionized non-exempt employees of Defendant Bon Appetit Management Co. who performed work at Oracle Park and/or Chase Center at any time during the Class Period.

7. “Class Period” means the period commencing on January 17, 2019, and ending on April 18, 2024.

8. “Class Representative Enhancement Payments” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Class Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution of the Action.

9. “Court” means the Superior Court of the State of California for the County of San Mateo.

10. “Defendants” refers to Defendants Bon Appetit Management Co. and Compass Group USA, Inc.

11. “Defendants’ Counsel” means Lonnie D. Giamela and Joel Moon of Fisher & Phillips, LLP.

12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement or if all objections by Participating Class Members are withdrawn, the day the Court enters the Final Approval Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement and the objection is not withdrawn, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment and no such appeal being filed; or (c) if a timely appeal from the Final Approval Order and Judgment is filed, the date of resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

13. “Final Approval” means the date the Court enters an order granting final approval of the Settlement Agreement.

14. “Final Approval Order and Judgment” means the judgment and order entered by the Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of

California Rules of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court, Rule 3.769(a).

15. "Gross Settlement Amount" means the non-reversionary sum of One Million Two Hundred Fifty Thousand Dollars and Zero Cents ($1,250,000.00) to be paid by Defendants in full satisfaction of all of Defendants' liabilities in the Actions, including Class Counsel's Fees and Costs, Class Representative Enhancement Payments, Payments to Class Members, PAGA Penalties, and Settlement Administration Costs. The Gross Settlement Amount does not include any employer-side taxes and withholdings, which will be calculated by the Settlement Administrator and separately paid for by Defendants.

16. "Individual Class Payment" means a Participating Class Members' pro-rata share of the Net Settlement Amount.

17. "Individual PAGA Payment" means a PAGA Member's pro-rata share of the 25% portion of PAGA Penalties to be paid to PAGA Members.

18. "Net Settlement Amount" means the funds available for payments to Class Members, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the PAGA Penalties to the LWDA and PAGA Members.

19. "Notice" means the Notice of Class Action and PAGA Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' and PAGA Members' last known addresses and which will provide Class Members and PAGA Members with information regarding the Action and information regarding the settlement of the Action.

20. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employee's social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

21. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq*.

22. "PAGA Penalties" means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) ("PAGA"). The Parties have agreed that Fifty Thousand Dollars and Zero Cents ($50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Seventy-Five Percent (75%) of this amount ($37,500.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq*. Twenty-Five Percent (25%) of this amount ($12,500.00), will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the class action if the PAGA Penalties are approved by the Court.

23. "PAGA Members" means all current and former unionized non-exempt employees of Defendant Bon Appetit Management Co. who performed work at Oracle Park and/or Chase Center at any time during the PAGA Period.

24. "PAGA Notice" collectively refers to the notice letters submitted to the LWDA by Plaintiffs on November 10, 2022, November 22, 2022, and January 17, 2023.

25. "PAGA Period" means the period commencing on January 17, 2022, and ending on April 18, 2024.

26. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either/any of the Plaintiffs or Defendants, individually.

27. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

28. "Plaintiffs" means Plaintiffs Julie Nordman and Linda Peppars, who will seek to be appointed as the representatives for the Class.

29. "Preliminary Approval" means the date the Court enters an order granting preliminary approval of the Settlement Agreement.

30. "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and

claims asserted in the Second Amended Complaint arising during the Class Period, including the following claims: (1) Failure to Pay Wages for All Time Worked (Cal. Labor Code §§ 510, 1194, 1197, and 1198); (2) Failure to Provide Meal Periods and Pay Meal Period Premiums (Cal. Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods and Pay Rest Period Premiums (Cal. Labor Code 226.7); (4) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201, 202, and 203); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226(a)); (6) Failure to Reimburse Necessary Business Expenses (Cal. Labor Code §§ 2800 and 2802); (7) Failure to Timely Pay Wages During Employment (Cal. Labor Code §§ 204 and 201); (8) Failure to Maintain Required Payroll Records (Cal. Labor Code § 1174); and (9) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims expressly excludes any claims for conversion or claims related to the payment of tips and gratuities.

31. “Released PAGA Claims” means any and all claims for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiffs, the LWDA, the State of California, and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Second Amended Complaint and/or the PAGA Notice during the PAGA Period, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802. The Released PAGA Claims expressly excludes any claims under PAGA related to the payment of tips and gratuities.

32. “Released Parties” means Defendants Bon Appetit Management Co. and Compass Group USA, Inc. and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,

shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

33. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Class Action.

34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members, which shall be the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the Settlement Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, Objections, and disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day after the remailing falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants' Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

35. “Second Amended Complaint” refers to the Second Amended Complaint filed in the Action on June 27, 2024.

36. “Settlement” means the disposition of the Action pursuant to this Agreement.

37. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

38. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating, printing, distributing, and tracking documents for this Settlement, calculating/confirming the Class Member shifts and PAGA Member pay periods from the information contained in the Class List, calculating each Participating Class Member's Individual Class Payment,

calculating each PAGA Member's Individual PAGA Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement. It is currently estimated that Settlement Administration Costs shall not exceed $20,000.00.

RECITALS

39. On November 10, 2022, Plaintiff Julie Nordman provided written notice to the California Labor & Workforce Development Agency ("LWDA") and Defendants of her intent to seek civil penalties pursuant to PAGA for Defendants' alleged violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. On November 22, 2022, Plaintiffs submitted an amended notice to the LWDA and Defendants identifying Plaintiff Linda Peppars as additional claimant and potential plaintiff. On January 17, 2023, Plaintiffs submitted a supplemental notice to the LWDA and Defendants providing additional facts and theories regarding the Labor Code violations committed by Defendants.

40. On January 17, 2023, Plaintiffs filed a putative class action complaint against Defendants in the Superior Court for the State of California, County of San Mateo entitled *Julie Nordman, et al. v. Bon Appetit Management Co., et al.*, Case No. 23-CIV-00188, alleging the following eight (8) causes of action: (1) Failure to Pay Wages for All Time Worked (Cal. Labor Code §§ 204, 510, 1194, 1197, and 1198); (2) Failure to Provide Meal Periods and Pay Meal Period Premiums (Cal. Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods and Pay Rest Period Premiums (Cal. Labor Code 226.7); (4) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201, 202, and 203); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226(a)); (6) Failure to Reimburse Necessary Business Expenses (Cal. Labor Code §§ 2800 and 2802); (7) Conversion; and (8) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. A First Amended Complaint adding an additional representative cause of action seeking civil penalties under PAGA was filed on April 25, 2023.

41. Defendants deny the allegations in the complaint in the Action and PAGA Notice, deny any failure to comply with the laws identified in the Action and PAGA Notice, and deny any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

42. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, Class Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. This investigation included, *inter alia* the exchange of informal discovery, review of numerous corporate policies and practices, and analysis of a 25% sampling of the time and payroll records for the putative class. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

43. On January 19, 2024, the Parties participated in a private mediation with Todd Smith, Esq., a respected mediator with extensive experience in complex wage and hour litigation. Mr. Smith's supervision of the mediation and negotiations was critical in managing the expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties. After engaging in a full day of negotiations during the mediation the Parties were unable to reach an agreement to resolve the Action. Following mediation, the Parties exchanged further informal discovery and Mr. Smith continued to facilitate ongoing negotiations between the Parties, which ultimately resulted in the acceptance of a mediator's proposal on April 18, 2024. After several weeks of further negotiations, the Parties executed a Memorandum of Understanding on or around June 18, 2024, the material terms of which are now fully memorialized in this Agreement.

44. On June 21, 2024, per the terms of the mediator's proposal, the Parties filed a Joint Stipulation allowing Plaintiff to file a Second Amended Complaint, which dismissed Plaintiff's seventh cause of action for Conversion and all related allegations pertaining to the payment of tips without prejudice and added derivative claims under Cal. Labor Code §§ 204, 210, 226.3, and 1174(d). The Court entered an order approving the Parties' stipulation and deeming the Second Amended Complaint filed on June 20, 2024.

45. The settlement discussions during and after mediation were conducted at arms-length, and this Agreement is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

46. Based on data produced pursuant to formal and informal discovery, as well as Class Counsel's own independent investigation and evaluation, Plaintiffs and Class Counsel believe that the Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate, and is in the best interests of the Class in light of all known facts and circumstances.

47. This Agreement is made and entered into by and between Plaintiffs individually and on behalf of the Settlement Class, and Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason this Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

48. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of the Action, the Parties stipulate and agree that the requirements for establishing class certification with respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties further agree to the designation of Parker & Minne, LLP as counsel for the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action.

49. Settlement Consideration: Defendants shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Class Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Class Payments, or as a result of an increase in the number of shifts as set forth in Paragraph 50 below, Defendants shall not be

required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

50. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendants' representation that Class Members worked a total of 260,789 shifts during the Class Period ("Certified Shift Amount"). Should the final number of qualifying shifts worked by Class Members during the Class Period exceed the Certified Shift Amount by more than ten percent (10%) (i.e., an increase of more than 26,079 shifts), then Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of shifts worked by Class Members during the Class Period above the 10% threshold. For example, if the total number of shifts worked by Class Members increases by 11% to 289,476 shifts, the Gross Settlement Amount shall increase by 11% to $1,262,500.00.

51. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

52. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor and Workforce Development Agency; (d) the Class Representative Enhancement Payments; (e) Class Counsel's Fees and Costs; and (f) Settlement Administration Costs.

53. Class Counsel's Fees and Costs: Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees of not more than one-third (1/3) of the Gross Settlement Amount (i.e., $416,666.67), plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the

requested fees or costs that are not awarded to Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

54. Class Representative Enhancement Payments: Defendants agree not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payments in the amount of $10,000.00 to Plaintiff Julie Nordman and $10,000.00 to Plaintiff Linda Peppars. The Class Representative Enhancement Payments are intended to recognize the Plaintiffs' time, effort and risk in bringing and prosecuting the Action, as well as the Plaintiffs' broader individual release of claims against Defendants. Any portion of the requested Class Representative Enhancement Payments that are not awarded to Plaintiffs shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

55. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are currently estimated not to exceed $20,000.00. The Parties acknowledge that Settlement Administration Costs may increase above the current estimate of $20,000.00 and that any such additional Settlement Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

56. PAGA Penalties: Fifty Thousand Dollars and Zero Cents ($50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of pay periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be excluded from the class settlement.

57. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the PAGA Penalties to the LWDA and PAGA Members. The Net Settlement Amount will be used to satisfy Participating Class Members' Individual Class Payments in accordance with the terms of this Agreement.

58. Individual Class Payment Calculations: Individual Class Payments will be paid from the Net Settlement Amount on a pro-rata basis based on the total number of shifts worked by Participating Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the total number of shifts for all Participating Class Members by adding the number of shifts worked by each Participating Class Member during the Class Period. The respective number of shifts for each Participating Class Member will be divided by the total number of shifts for all Participating Class Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated Individual Class Payment.

59. Tax Allocation of Individual Class Payments: Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Class Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator

60. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a pro-rata basis based on the total number of pay periods worked by PAGA Members during the PAGA Period. Specifically, the Settlement Administrator will calculate the total number of pay periods for all PAGA Members by adding the number of pay periods worked by each PAGA Member during the PAGA Period. The respective number of pay periods for each PAGA Member will be divided by the total number of pay periods for all PAGA Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment ratio will then be multiplied by the 25% employee portion

of the PAGA Penalties to calculate each PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

61. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

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

63. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a) Establish and maintain a Qualified Settlement Fund.

b) Calculate the Individual Class Payment each Participating Class Member is eligible to receive.

c) Calculate the Individual PAGA Payment each PAGA Member shall receive.

d) Print and mail the Notice in both Spanish and English.

e) Conduct additional address searches for mailed Notices that are returned as undeliverable.

f) Process Objections and Requests for Exclusion.

g) Field inquiries from Class Members.

h) Print and issue and issue Settlement payment checks.

i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

j) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

k) Provide weekly status reports to counsel for the Parties.

l) Post copies of the operative Complaint, Settlement Agreement, Notice, Preliminary Approval Order, and Final Approval Order and Judgment online at the Settlement Administrator's website.

64. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail to comply, Plaintiffs shall have the right to void the Agreement. Prior to mailing the Notice, the Settlement Administrator shall provide Class Counsel with an anonymized version of the Class List that shall only disclose an identification number attributed to each Class Member and their respective shifts during the Class Period and pay periods during the PAGA Period.

65. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

66. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same

within seven (7) calendar days of notice from the Settlement Administrator. The Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

67. Notice: All Class Members will be mailed a Notice in English and Spanish, substantially in the form attached hereto as Exhibit A. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of shifts each respective Class Member worked for Defendants during the Class Period; (e) the total number of pay periods each respective Class Member worked for Defendants during the PAGA Period; (f) each Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments; (g) each PAGA Members' estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (h) the dates which comprise the Class Period and the PAGA Period; (i) the deadlines by which the Class Member must email, fax, or postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (j) the claims to be released, as set forth herein; and (k) the date for the Final Approval hearing.

68. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. Any Class Member wishing to dispute the shifts reported in their Notice must provide a written dispute to the Settlement Administrator by the Response Deadline via email, facsimile or mail. The written dispute must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; (b) a statement explaining why they believe the number of shifts in their Notice is inaccurate; and (c) any evidence showing that the number of shifts credited to them in their Notice is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible shifts that should be applied and/or the Individual Class Payments to which the Class Member may be entitled. If the Parties are unable to resolve the

dispute, the Settlement Administrator will be the final arbiter of the number of shifts for each Class Member during the Class Period, based on the information provided to it. The Court retains authority to review the Settlement Administrator's decisions on any such disputes.

69. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Action must sign and return a written Request for Exclusion to the Settlement Administrator by the Response Deadline via email, facsimile or mail. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Nordman v. Bon Appetit Management Co.* I understand that by excluding myself, I will not receive money from the Settlement." The date of the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Court retains authority to determine the validity and authenticity of all Requests for Exclusion submitted by Class Members. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

70. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date the cure letter is mailed, whichever date is later, to email, fax, or postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised

Request for Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

71. Defendants' Right to Rescind: If more than ten percent (10%) of Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising this right, and must make clear their intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the final number of opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

72. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval of the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final Approval Order and Judgment or release. The names of Class Members who have opted-out of the Settlement shall be disclosed to both Class Counsel and Defendants' Counsel and noted in the proposed Final Approval Order and Judgment submitted to the Court.

73. Objection Procedures: To object to the Settlement, a Participating Class Member must email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and the specific reason including any legal grounds for the Participating Class Member's objection. The email, facsimile, or postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. The Court shall retain final authority as

to the consideration and admissibility of any and all objections to the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

74. Weekly Reports Regarding Settlement Administration: The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Members have submitted any Objections, Requests for Exclusions, or any challenges to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

75. Compliance Declaration by Settlement Administrator: Within two weeks of the Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel and Defendants' counsel attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as undelivered, the re-mailing of Notices, attempts to locate Class Members, the names of the individuals who submitted timely and valid Requests for Exclusion from Settlement, and the number of written objections to the Settlement. The Administrator shall also provide to Class Counsel and Defendants' Counsel authenticated copies of every written objection and Request for Exclusion that it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.

76. Payment Schedule for All Court Approved Settlement Payments: Within three (3) business days of the Court granting Final Approval of the Settlement, the Settlement Administrator will calculate all payments due, and shall provide Defendants' Counsel and Class Counsel with a report on all disbursements to be made under the Settlement.

77. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. The Individual Class Payment checks provided to Participating Class Members

and Individual PAGA Payment checks provided to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Class Payment and/or Individual PAGA Payment. Expired checks for Individual Class Payments and Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Participating Class Member or PAGA Member does not cash his or her Individual Class Payment check or Individual PAGA Payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq*. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Individual Class Payment checks or Individual PAGA Payment checks. Therefore, Defendants will not be required to pay any interest on such amounts.

78. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

79. Final Distribution Report and Declaration by Settlement Administrator: Within 10 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defendants' Counsel, a signed declaration under oath suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's Declaration with the Court.

80. Tax Liability: Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendants' share of any employer payroll taxes and other required employer withholdings due on the Individual Class Payments, including, but not limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

81. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

83. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating Class Members shall fully release and discharge the Released Parties from any and all Released Class Claims arising during the Class Period. This release shall be binding on all Participating Class Members.

84. Release by PAGA Members, the LWDA and the State of California: Upon the complete funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California shall fully release and discharge the Released Parties from any and all Released PAGA Claims arising during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the class settlement. PAGA Members who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

85. Release of Additional Claims & Rights by Plaintiff Julie Nordman: Upon the funding of the Gross Settlement Amount, Plaintiff Julie Nordman—on behalf of herself only— shall release Defendants from any and all Released Class Claims and Released PAGA Claims, and also generally releases and discharges the Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Defendants arising out of or relating to her employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff Julie Nordman waives all rights and benefits afforded by California Civil Code Section 1542, 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.

Notwithstanding the foregoing, this release expressly excludes any claims Plaintiff Julie Nordman has or may have that are not waivable by law, including claims for unemployment insurance, disability, social security, workers compensation, and the right to receive benefits under any retirement plan. Additionally, Plaintiff Julie Nordman shall retain her right to pursue any claims against Defendants related to tips and gratuities through UNITE HERE Local 2, including utilizing the union's grievance and arbitration process and participating in ongoing union negotiations and discussions related to tips and gratuities. However, Plaintiff Julie Nordman agrees that she will not file a separate civil action against Defendants for claims pertaining to tips and gratuities.

86. <u>Release of Additional Claims & Rights by Plaintiff Linda Peppar</u>: Upon the funding of the Gross Settlement Amount, Plaintiff Linda Peppars—on behalf of herself only—shall release Defendants from any and all Released Class Claims and Released PAGA Claims, and also generally releases and discharges the Defendants from any and all wage and hour claims that she has or may have against Defendants, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff Linda waives all rights and benefits afforded by California Civil Code Section 1542 with respect to any and all wage and hour claims she has or may have against Defendants, 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.

This release is expressly limited to wage and hour claims, and excludes any other claims Plaintiff Linda Peppars may have against Defendants including, without limitation, claims for unemployment insurance, disability, social security, workers compensation, and the right to receive benefits under any retirement plan, retaliation, harassment, discrimination, defamation, and/or claims arising under the California Fair Employment and Housing Act.

87. Neutral Employment Reference: Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Plaintiffs provided that any prospective subsequent employer is referred to The Work Number (https://www.theworknumber.com; 1-800-367-5690).

88. Preliminary Approval Hearing: Promptly upon execution of this Settlement Agreement, Plaintiffs shall file a Motion for Preliminary Approval requesting the entry of an order as follows:;

a. Granting preliminary approval of the Settlement Agreement
b. Certifying the Class for the purposes of Settlement;
c. Approving, as to form and content, the proposed Notice;
d. Approving the manner and method for Class Members to request exclusion from the Stipulation of Settlement as contained herein and within the Notice;
e. Directing the mailing of the Notice to the Class Members, in accordance with the Agreement; and
f. Setting a date for a Final Approval/Settlement Fairness Hearing.

In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that they will not oppose Plaintiffs' motion for preliminary approval or delay the hearing thereon. This is a material term of the Agreement and any delay or opposition by Defendants will be grounds for Plaintiffs to withdraw from the Agreement.

89. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Class Payments; (b) PAGA Penalties; (c) Class Counsel's Fees and Costs; (d) the Class Representative Enhancement Payments; and (e) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval

hearing and shall submit to the Court a Proposed Final Approval Order as follows:

a. Approving the Agreement, 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 attorneys' fees and costs;

c. Approving the Class Representative Enhancement Payments to Plaintiffs;

d. Setting a date when the parties shall report to the Court the total amount that was actually paid to the Class Members; and

e. Entering the Final Approval Order and Judgment in this Action consistent with this Agreement.

Defendants agree that they will not oppose Plaintiffs' Motion for Final Approval and Attorneys' Fees and Costs.

90. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, Plaintiffs will present the Final Approval Order and Judgment to the Court for its approval. After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction pursuant to California Rules of Court, Rule 3.769 and Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

91. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendants' Counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions prior to the Settlement and shall proceed in all respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under this provision. The Parties further agree that they will return to and attend mediation with Mr. Smith in an effort to reach a settlement that may be approved by the Court.

92. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

93. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

94. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

95. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant 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 documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

97. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

98. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of

the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

99. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

101. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

102. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

103. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have 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 its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

104. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

106. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

108. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

109. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

110. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement Agreement, and in seeking court approval of the Settlement Agreement, including working cooperatively to address any questions raised by the Court and making any amendments to the Settlement Agreement required by the Court. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement Agreement. Defendants agree not to obtain any settlement agreement waivers or release agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Settlement Agreement. The Parties will work in good faith to reach an agreement approved by the Court. Defendants further agree that they will provide Class Counsel with any declarations or other evidence required by the Court in order to obtain preliminary and final approval of the Settlement Agreement, including a declaration attesting to Defendants' inability to fund a higher Gross Settlement Amount without substantially impacting its continued operations, if required by the Court.

111. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement. Furthermore, nothing in this provision shall be construed as preventing Class Counsel from referring to the Settlement or the Action in support of their adequacy as counsel for a putative class or to justify an award of attorneys' fees.

112. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable

and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

113. Stay of Proceedings Pending Approval of Settlement: The Parties stipulate and agree that all proceedings and deadlines in the Action, other than proceedings necessary to carry and/or enforce the terms of the Settlement and to obtain preliminary approval and final approval of the Settlement Agreement, shall be stayed pending completion of the preliminary and final approval of the Settlement. The stay on the Action shall include, without limitation, a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure section 583.310, as well as any and all class certification, discovery, and motion deadlines.

APPROVED AS TO FORM AND CONTENT:

Dated: 07/14/2024 By: Julie Nordman (Jul 14, 2024 16:59 PDT)
Plaintiff Julie Nordman

Dated: 07/12/2024 By: Linda Peppars (Jul 12, 2024 14:04 PDT)
Plaintiff Linda Peppars

Dated: 7/24/2024 By: Kathryn Gillette Collins
Name: Kathryn G Collins
Title: VP Human Resources
For Defendant Bon Appetit Management Co.

Dated: By:
Name: Cristina Rodriguez Licari
Title: Senior Corporate Counsel
For Defendant Compass Group USA, Inc.

APPROVED AS TO FORM ONLY:

Dated: 07/12/2024

PARKER & MINNE, LLP

By: ______________________________
S. Emi Minne
Attorneys for Plaintiffs
Julie Nordman and Linda Peppars

Dated:

FISHER & PHILLIPS, LLP

By: ______________________________
Lonnie D. Giamela
Attorneys for Defendants
Bon Appetit Management Co. and Compass Group USA, Inc.

APPROVED AS TO FORM ONLY:

Dated: **PARKER & MINNE, LLP**

By: ______________________________
S. Emi Minne
Attorneys for Plaintiffs
Julie Nordman and Linda Peppars

Dated: July 24, 2024 **FISHER & PHILLIPS, LLP**

By: ______________________________
Lonnie D. Giamela
Attorneys for Defendants
Bon Appetit Management Co. and Compass Group USA, Inc.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Julie Nordman, et al. v. Bon Appetit Management Co., et al.

San Mateo County Superior Court, Case No. 23-CIV-00188

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former unionized non-exempt employees who are or were employed by Bon Appetit Management Co. who performed worked at Oracle Park and/or Chase Center at any time from January 17, 2019 through April 18, 2024**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by employees of Bon Appetit Management Co. and Compass Group USA, Inc. ("Defendants") on January 17, 2023 in the San Mateo County Superior Court, Case No. 23-CIV-00188 ("Lawsuit"). The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendants failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Julie Nordman and Linda Peppars, also known as "Plaintiffs"), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendants in the State of California at any time from January 17, 2019 through April 18, 2024). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The San Mateo County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Julie Nordman and Linda Peppars as the Class Representatives, and appointed their attorneys at Parker & Minne, LLP as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant Bon Appetit Management Co. as a unionized non-exempt employee and performed work at Chase Center and/or Oracle Park at any time between January 17, 2019 through April 18, 2024.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third (1/3) of the Class Settlement Amount ($416,666.67);
B. **Litigation Costs/Expenses to Class Counsel** not to exceed $20,000.00;
C. **Class Representative Enhancement Payments** in an amount not to exceed $10,000.00 to each of the Plaintiffs;
D. **Settlement Administration Costs** which are currently estimated not to exceed $20,000.00; and
E. **PAGA Penalties** in the amount of $50,000.00 for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, ($37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) ($12,500.00) will be distributed to hourly-paid, non-exempt employees of Defendants in the state of California at any time from January 17, 2022, to April 18, 2024 ("PAGA Members") for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of shifts each Class Member worked for Defendant Bon Appetit Management Co. as a unionized non-exempt employee at Oracle Park and/or Chase Center from January 17, 2019 through April 18, 2024. Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of pay periods each PAGA Member worked for Defendant Bon Appetit Management Co. as a unionized non-exempt employee at Oracle Park and/or Chase Center from January 17, 2022 through April 18, 2024. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How much will I receive from the settlement?

According to Defendants' records, you worked:

[____] shifts during the Class Period (January 17, 2019 to April 18, 2024); and
[____] pay periods during the PAGA Period (January 17, 2022 to April 18, 2024).

Based on the number of shifts and pay periods credited to you, your Individual Class Payment is estimated to be $________, and your Individual PAGA Payment (if applicable) is estimated to be $__________.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendants' record of your employment and are presumed correct. If you dispute the accuracy of Defendants' records as to the number of shifts worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [INSERT RESPONSE DEADLINE]. All disputes regarding the number of shifts you worked will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendants Bon Appetit Management Co. and Compass Group USA, Inc. and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the Second Complaint in this action, including the following claims: (1) Failure to Pay Wages for All Time Worked (Cal. Labor Code §§ 510, 1194, 1197, and 1198); (2) Failure to Provide Meal Periods and Pay Meal Period Premiums (Cal. Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods and Pay Rest Period Premiums (Cal. Labor Code 226.7); (4) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201, 202, and 203); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226(a)); (6) Failure to Reimburse Necessary Business Expenses (Cal. Labor Code §§ 2800 and 2802); (7) Failure to Timely Pay Wages During Employment (Cal. Labor Code §§ 204 and 201); (8) Failure to Maintain Required Payroll Records (Cal. Labor Code § 1174); and (9) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims pertains to the period of January 17, 2019 to April 18, 2024, and excludes any claims for conversion or claims related to the payment of tips and gratuities.

In addition, all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiff and/or the PAGA Members had, or may claim to have, against the Released Parties, based on the facts and legal theories contained the Second Amended and/or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802. ("Released PAGA Claims.") The Released PAGA Claims pertains to the period of January 17, 2022 to April 18, 2024, and expressly excludes any claims under PAGA related to the payment of tips and gratuities. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. <u>If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.</u>

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Nordman v. Bon Appetit Management Co.* I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail **by [Insert Response Deadline]**. <u>You cannot exclude yourself by phone</u>.

Phoenix Settlement Administrators
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will <u>not</u> be legally bound by the release of Released Class Claims. You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the settlement?

No (except if you worked between January 17, 2022 to April 18, 2024, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP as counsel for the Class for Settlement purposes. The firm's contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Class Counsel will ask the Court for attorneys' fees of up to $416,666.67 and reimbursement of litigation costs/expenses of up to $20,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [Insert Response Deadline]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [Insert Response Deadline] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [Insert Final Approval Hearing Time] a.m./p.m. on [Insert Final Approval Hearing Date], in Department 3 of the San Mateo County Superior Court, located at 400 County Center, Redwood City, California 94063. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at https://sanmateo.courts.ca.gov/online-services/tentative-rulings. Tentative rulings are typically posted the court day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.__________.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.___________.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at https://sanmateo.courts.ca.gov/online-services/online-case-access/odyssey-portals, and searching for Case No. 23-CIV-00188. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT B

SUPERIOR COURT OF SAN MATEO COUNTY

400 County Center
Redwood City, CA 94063

1050 Mission Road
South San Francisco, CA 94080

800 North Humboldt Street
San Mateo, CA 94401

www.sanmateo.courts.ca.gov

Minute Order

Julie Nordman vs Bon Appetit Management Co.	23-CIV-00188 03/13/2025 9:00 AM Motion for Preliminary Approval of Class Settlement **Hearing Result**: Held

Judicial Officer: Shapirshteyn, Nina
Location: Courtroom L
Courtroom Clerk: Jane Torres
Courtroom Reporter: Lorna Traube

Minutes

Journals

- PLAINTIFFS JULIE NORDMAN AND LINDA PEPPARS'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

TENTATIVE RULING:

TENTATIVE RULING

The court GRANTS Plaintiffs Julie Nordman and Linda Peppars' ("Plaintiffs") Unopposed Motion for preliminary approval of class action and PAGA settlement.

According to the motion, it is estimated that there are approximately 2,466 Class Members, who worked 260,789 shifts during the Class Period. The proposed settlement amount of $1,250,000 is expected to provide the settlement Class Members with an average individual payment of approximately $293.32 per Class Member. The settlement will provide a payment of $37,500 to the California Labor and Workforce Development Agency (i.e., 75% of the $50,000 amount allocated to resolve the PAGA allegations). The remaining $12,500 shall be distributed amongst approximately 2,324 PAGA Members.

In ruling on class action and PAGA settlements, this court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 66 ["trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."] *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 [" 'The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement.' "]; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.)

Review of a proposed class action settlement typically involves a two-step process: preliminary approval and a subsequent final approval hearing. (*Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118; Cal. Rules of Court, 3.769; Code. Civ. Proc., § 581, subd. (k).)

Precertification settlements in class actions should be scrutinized carefully. (*Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 743 (*Cho*).) This is accomplished through careful review by the trial court, and precertification settlements are routinely approved where they are found fair, adequate and reasonable. (*Ibid.*; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) "

'Due regard,' … 'should be given to what is otherwise a private consensual agreement between the parties. The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." [Citation.].... ' " (*7–Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 (*Dunk*).) The test is not whether the maximum amount is secured, but whether the settlement is reasonable under all circumstances. For example, a trial court does not abuse its discretion in approving a settlement when it found that the settlement was achieved at arm's length negotiation, including review of the mediator's declaration; the fact the case was vigorously litigated; plaintiff was represented by experienced counsel; the number of class members who objected or opted out was very small; and plaintiff faced considerable risk in proceeding to trial. (*Cho*, *supra*, at p. 745.)

The trial court possesses a broad discretion to determine the fairness of the settlement, a discretion exercised through the application of a handful of identified criteria. Both the federal circuit courts and our Court of Appeal have adopted a mix of relevant considerations, including "[1] the strength of plaintiffs' case, [2] the risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining class action status through trial, [4] the amount offered in settlement, [5] the extent of discovery completed and the stage of the proceedings, [6] the experience and views of counsel, ... and [7] the reaction of the class members to the proposed settlement." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801.) The list of factors is not exhaustive and "should be tailored to each case." (*Id.* at p. 1801.) According to the *Dunk* court, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.* at p. 1801.)

Plaintiffs have sufficiently addressed the following factors:

Plaintiffs have provided notice to the Labor Workforce Development Agency (LDWA) as required by Labor Code section 2699.3(a)(1)(A). (Minne Dec., Ex. 2-4.)

The court finds Phoenix Class Action Administration Solutions is an experienced third-party claims administrator (Lawrence Dec., ¶¶ 5-8) and approves its retention.

The court concludes that the settlement is preliminarily fair and reasonable. While the court places reliance on counsel's opinion, the court "must also receive and consider enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the parties have agreed. We do not suggest that the court should attempt to decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys. However, as the court does when it approves a settlement as in good faith under Code of Civil Procedure section 877.6, the court must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness. (See *Tech–Bilt, Inc. v. Woodward–Clyde & Associates* (1985) 38 Cal.3d 488, 499–500, 213 Cal.Rptr. 256, 698 P.2d 159.) While the court is not to try the case, it is " 'called upon to consider and weigh the nature of the claim, the possible defenses, the situation of the parties, and the exercise of business judgment in determining whether the proposed settlement is reasonable.' " (*City of Detroit v. Grinnell Corp.*, [2nd Cir. 1974] *supra*, 495 F.2d [448] at p. 462, italics added.) This the court cannot do if it is not provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar*, *supra*, 168 Cal.App.4th at p. 133.)

In this case, the memorandum of points and authorities and declaration of S. Emi Minne provides information regarding each of these factors.

The settlement was negotiated at arms-length. The parties participated in a full-day mediation session on January 19, 2024 with Todd Smith, Esq. (MPA, p. 4:13-15; Minne Dec., ¶ 17.) Prior to the mediation session, the parties exchanged informal discovery, which Plaintiffs reviewed with the help of an expert. (MPA, p. 4:5-7.) After the mediation session, the parties exchanged additional informal discovery, and accepted a mediator's proposal on April 18, 2024. (Id. at p. 4:23-25.) The court finds that the settlement was negotiated at arms-length.

The Settlement is Within the Ballpark of Reasonableness. The settlement is for $1.25 million. Minne explains her firm's analysis of the potential recovery and the strength and weaknesses of the claims, including the risks of going forward. (Minne Dec., ¶¶ 34-55.) The benefits of settling now for a lesser amount than might be received at trial is reasonable based upon the risks inherent in all litigation, the cost of going forward, and the time value of money.

There has been sufficient investigation and discovery and Plaintiff's counsel is experienced in similar litigation. Both sides maintained fully adversarial positions, with considerable informal discovery and the retention by Plaintiffs of experts to assist them.

The court finds that the allocation of the settlement between the class and PAGA is fair and reasonable. (*Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 [finding no abuse of discretion to allocate nothing to PAGA in a PAGA/class settlement]). Further, LDWA has been provided notice of the settlement and has not objected.

Plaintiffs show that for settlement purposes, class certification is appropriate.

- **Numerosity/Ascertainability**: Plaintiffs demonstrate numerosity of the settlement, and have stated that the class is ascertainable. Plaintiffs define the class according to objective criteria, and the class members are easily identifiable and can be easily located from Defendants' records. The class consists of approximately 2,466 individuals, making joinder impracticable. The court finds numerosity and ascertainability.

- **Commonality**: Common issues predominate over whether Defendants violated wage and hour laws.

- **Superiority**: The court finds the superiority requirement satisfied because of the benefits and efficiencies of this proposed settlement, when compared to continued litigation of the case on either a class basis or through multiple individual lawsuits.

- **Typicality**: Plaintiffs represent that their claims are the same as those of the class members they seek to represent and the court agrees.

Adequacy of Representation: Plaintiffs met their burden to demonstrate that they do not have any disabling conflicts and their counsel is more than adequate to represent the class. If the court grants preliminary approval, it will approve the appointment of plaintiffs Nordman and Peppars as class representatives and S. Emi Minne and Jill J. Parker of Parker & Minne, LLP as class counsel.

The court finds the rest of the contents of the settlement notice to be substantively adequate. (Cal. Rules of Court, rule 3.769(f); *Martorana v. Marlin & Saltzman* (2009) 175 Cal.App.4th 685, 694.) The court also finds the method of notice—first class mail—to be sufficient. (*City of San Diego v. Haas* (2012) 207 Cal.App.4th 472, 502; *Chavez v. Netflix*, Inc. (2008) 162 Cal.App.4th 43, 57; *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 251.) Parties are reminded to update the Notice with the department information and address for Department 11.

The court will decide attorneys' fees, costs and incentive awards at a hearing based upon a noticed motion, which will be heard on the same date as the hearing on final approval. The motion shall be filed no later than 14 days before the deadline for class members to object to the settlement or request exclusion from the class. The court will consider the attorneys' fees, costs and service awards proposed by Plaintiffs. Plaintiffs' counsel is to submit evidence supporting each of these requests.

For the attorneys' fees award, counsel shall provide sufficient evidence so that the court can perform a lodestar cross-check, including either billing records or a comparable evidence, including which attorneys or support staff worked on each task, support for the hourly rate as reasonable in San Mateo County, and evidence, if any, supporting an award of a multiplier. For the costs, they shall be sufficiently identified so that the court can determine their reasonableness. For the service award, the class representative must submit a declaration with specific facts regarding their contribution; general statements are insufficient. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805.) If there is any specific claim of plaintiff that is consideration for any general release or specific reputational harm, plaintiffs shall identify them for the court. Some of this information has already been provided, but should also be provided in the motion for attorneys' fees, costs and service award.

The proposed order shall comply with Local Rule 3.403(b)(iv), and the proposed order shall also append the settlement agreement and notice packet. The order should be updated to reflect the reassignment of the matter to Department 11.

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, **counsel for Plaintiff shall prepare a written order repeating verbatim the tentative ruling** for the Court's signature, pursuant to California Rules of Court, Rule 3.1312, and provide written notice of the ruling to all parties who have appeared in the action, as required by law. Judge Shapirshteyn will reject proposed orders that do not inform her of the opposing party's response, if any, to the proposed order. (Cal. Rules of Court, Rule 3.1312(b).)

Zoom appearance made on behalf of: Plaintiff: Julie Nordman by attorney: Sara Emi Minne.

Zoom appearance made on behalf of: Defendants: Bon Appetit Management Co. and Compass Group USA, by attorney: Joel Moon.

Plaintiff's counsel: Sara emi Minne shall prepare revised formal order consistent with order herein.

Case Events

- Party appeared by audio and/or video; Attorney: MINNE, SARA EMI; Attorney: MOON, JOEL

Others

Comments:

Future Hearings and Vacated Hearings

EXHIBIT C

<u>NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT</u>

Julie Nordman, et al. v. Bon Appetit Management Co., et al.

San Mateo County Superior Court, Case No. 23-CIV-00188

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former unionized non-exempt employees who are or were employed by Bon Appetit Management Co. who performed worked at Oracle Park and/or Chase Center at any time from January 17, 2019 through April 18, 2024**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by employees of Bon Appetit Management Co. and Compass Group USA, Inc. ("Defendants") on January 17, 2023 in the San Mateo County Superior Court, Case No. 23-CIV-00188 ("Lawsuit"). The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendants failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Julie Nordman and Linda Peppars, also known as "Plaintiffs"), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendants in the State of California at any time from January 17, 2019 through April 18, 2024). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The San Mateo County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Julie Nordman and Linda Peppars as the Class Representatives, and appointed their attorneys at Parker & Minne, LLP as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant Bon Appetit Management Co. as a unionized non-exempt employee and performed work at Chase Center and/or Oracle Park at any time between January 17, 2019 through April 18, 2024.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third (1/3) of the Class Settlement Amount ($416,666.67);
B. **Litigation Costs/Expenses to Class Counsel** not to exceed $20,000.00;
C. **Class Representative Enhancement Payments** in an amount not to exceed $10,000.00 to each of the Plaintiffs;
D. **Settlement Administration Costs** which are currently estimated not to exceed $20,000.00; and
E. **PAGA Penalties** in the amount of $50,000.00 for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, ($37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) ($12,500.00) will be distributed to hourly-paid, non-exempt employees of Defendants in the state of California at any time from January 17, 2022, to April 18, 2024 ("PAGA Members") for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of shifts each Class Member worked for Defendant Bon Appetit Management Co. as a unionized non-exempt employee at Oracle Park and/or Chase Center from January 17, 2019 through April 18, 2024. Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of pay periods each PAGA Member worked for Defendant Bon Appetit Management Co. as a unionized non-exempt employee at Oracle Park and/or Chase Center from January 17, 2022 through April 18, 2024. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How much will I receive from the settlement?

According to Defendants' records, you worked:

[____] shifts during the Class Period (January 17, 2019 to April 18, 2024); and
[____] pay periods during the PAGA Period (January 17, 2022 to April 18, 2024).

Based on the number of shifts and pay periods credited to you, your Individual Class Payment is estimated to be $________, and your Individual PAGA Payment (if applicable) is estimated to be $__________.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendants' record of your employment and are presumed correct. If you dispute the accuracy of Defendants' records as to the number of shifts worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [INSERT RESPONSE DEADLINE]. All disputes regarding the number of shifts you worked will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendants Bon Appetit Management Co. and Compass Group USA, Inc. and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the Second Complaint in this action, including the following claims: (1) Failure to Pay Wages for All Time Worked (Cal. Labor Code §§ 510, 1194, 1197, and 1198); (2) Failure to Provide Meal Periods and Pay Meal Period Premiums (Cal. Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods and Pay Rest Period Premiums (Cal. Labor Code 226.7); (4) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201, 202, and 203); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226(a)); (6) Failure to Reimburse Necessary Business Expenses (Cal. Labor Code §§ 2800 and 2802); (7) Failure to Timely Pay Wages During Employment (Cal. Labor Code §§ 204 and 201); (8) Failure to Maintain Required Payroll Records (Cal. Labor Code § 1174); and (9) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims pertains to the period of January 17, 2019 to April 18, 2024, and excludes any claims for conversion or claims related to the payment of tips and gratuities.

In addition, all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiff and/or the PAGA Members had, or may claim to have, against the Released Parties, based on the facts and legal theories contained the Second Amended and/or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802. ("Released PAGA Claims.") The Released PAGA Claims pertains to the period of January 17, 2022 to April 18, 2024, and expressly excludes any claims under PAGA related to the payment of tips and gratuities. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. <u>If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.</u>

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Nordman v. Bon Appetit Management Co.* I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail **by [Insert Response Deadline]**. <u>You cannot exclude yourself by phone</u>.

Phoenix Settlement Administrators
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will <u>not</u> be legally bound by the release of Released Class Claims. You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the settlement?

No (except if you worked between January 17, 2022 to April 18, 2024, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP as counsel for the Class for Settlement purposes. The firm's contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Class Counsel will ask the Court for attorneys' fees of up to $416,666.67 and reimbursement of litigation costs/expenses of up to $20,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [Insert Response Deadline]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [Insert Response Deadline] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [Insert Final Approval Hearing Time] a.m./p.m. on [Insert Final Approval Hearing Date], in Department 11 of the San Mateo County Superior Court, located at 1050 Mission Road, South San Francisco, California 94080. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at https://sanmateo.courts.ca.gov/online-services/tentative-rulings. Tentative rulings are typically posted the court day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www._________.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.__________.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at https://sanmateo.courts.ca.gov/online-services/online-case-access/odyssey-portals, and searching for Case No. 23-CIV-00188. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE