

Electronically
FILED

By Superior Court of California, County of San Mateo
ON 12/15/2025

By /s/ Nelson, Ashlee
Deputy Clerk

S. Emi Minne (SBN 253179)
emi@parkermanne.com
Jill J. Parker (SBN 274230)
jill@parkermanne.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

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11/20/2025

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] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 20, 2025

Time: 3:00 p.m.

Dept.: 11

Complaint Filed: January 17, 2023

FAC Filed: April 25, 2024

SAC Filed: June 27, 2024

Trial Date: Not set

1 Plaintiffs Julie Nordman and Linda Peppars’s unopposed Motion for Final Approval of Class
2 Action and PAGA Settlement (“Motion”) in the above-captioned matter came for hearing on
3 November 20, 2025, before the Honorable Nina Shapirshteyn in Department 11 of the above-entitled
4 Court located at 1050 Mission Road, South San Francisco, California 94080.

5 On April 7, 2025, the Court entered an Order Granting Preliminary Approval of Class Action
6 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
7 settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action and
8 PAGA Settlement (hereinafter, “Agreement” or “Settlement”) which, together with the exhibits
9 thereto, set forth the terms and conditions for settlement of this Action.

10 Due and adequate notice having been given to all Class Members as required in the Preliminary
11 Approval Order, and the Court having considered the Agreement, Plaintiffs’ Motion and all documents
12 submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully
13 informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND**
14 **DECREED AS FOLLOWS:**

15 1. Pursuant to California law, this Court hereby grants final approval of the Agreement.
16 The Agreement is hereby deemed incorporated into this Final Order and Judgment. All terms used
17 herein shall have the same meaning as defined in the Agreement.

18 2. The Court hereby adopts the Tentative Ruling on Plaintiff’s Motion attached hereto as
19 **Exhibit A** to this Order (“Tentative Ruling”). The Tentative Ruling is hereby incorporated into this
20 Order.

21 3.

22 4. This Court has jurisdiction over the subject matter of this Action and over all Parties to
23 this Action, including all Class Members.

24 5. The Court finds that the requirements of California Code of Civil Procedure section
25 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and
26 the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement
27 purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:
28

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

4 6. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne, LLP as
5 Class Counsel in the Action.

6 7. The Court concludes that distribution of the Notice directed to the Class Members as
7 set forth in the Agreement and the other matters set forth therein have been completed in conformity
8 with the Preliminary Approval Order and constituted the best notice practicable under the
9 circumstances. The Court concludes that the Administrator, Phoenix Settlement Administrators, took
10 all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as
11 required in the Preliminary Approval Order. The notice given to the Class fully and accurately
12 informed the Class of all material elements of the Settlement and their opportunity to object or
13 comment thereon; was the best notice practicable under the circumstances; was valid, due and
14 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
15 Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable
16 law. The notice fairly and adequately described the Settlement and provided Class Members adequate
17 instructions and a variety of means to obtain additional information.

18 8. The Court hereby finds the Agreement was entered into in good faith pursuant to and
19 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
20 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
21 adopted and incorporated herein by reference, the Court further finds that Plaintiffs have satisfied the
22 standards and applicable requirements for final approval of this class action settlement under
23 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
24 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior
25 Court*, 4 Cal.3d 800, 821 (1971).

26 9. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable,
27 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
28 was reached following meaningful informal discovery and investigation by Class Counsel; that the
Settlement is the product of intensive, serious and non-collusive arms-length negotiations between the

1 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so
2 finding, the Court has considered all of the evidence presented, including evidence regarding the
3 strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense, complexity, and delay
4 associated with further litigation; the risk of maintaining Plaintiff's claims through class certification,
5 trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;
6 the extent of investigation and informal discovery completed; the experience and views of Class
7 Counsel; and the absence of objections to the Settlement, as well as other relevant factors.
8 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
9 Agreement and the terms and conditions set forth in this Judgment.

10 10. A full opportunity has been afforded to Class Members to participate in this hearing,
11 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
12 Members who did not timely and properly request exclusion from the Settlement ("Participating Class
13 Members") are bound by the Settlement and by this Judgment.

14 11. The Court hereby finds that there have been zero (0) objections to the Agreement. The
15 deadline for Class Members to submit written objections to the Agreement was August 8, 2025. The
16 Court also finds that there were zero (0) objections at the hearing on Final Approval.

17 12. The Court hereby finds that zero (0) Class Members have requested to be excluded
18 from the Settlement. The deadline for Class Members to request to be excluded from the Agreement
19 was August 8, 2025. Accordingly, 2,630 Participating Class Members are bound by this Judgment.

20 13. Upon entry of this Judgment and remittance of the Gross Settlement Amount and all
21 applicable employer-side payroll taxes by Defendants to the Administrator, Participating Class
22 Members, shall fully release and discharge Released Parties from all claims, rights, demands,
23 liabilities and causes of action that are alleged, or reasonably could have been alleged based on the
24 factual allegations and claims asserted in the Second Amended Complaint arising during the Class
25 Period, including the following claims: (1) Failure to Pay Wages for All Time Worked (Cal. Labor
26 Code §§ 510, 1194, 1197, and 1198); (2) Failure to Provide Meal Periods and Pay Meal Period
27 Premiums (Cal. Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods and Pay Rest
28 Period Premiums (Cal. Labor Code 226.7); (4) Failure to Timely Pay Final Wages (Cal. Labor Code

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

9 14. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
10 Defendants to the Administrator, all PAGA Members, the LWDA, and the State of California shall
11 fully release and discharge the Released Parties from any and all claims for the recovery for civil
12 penalties, attorneys' fees and costs permissible under PAGA which Plaintiffs, the LWDA, the State
13 of California, and/or the PAGA Members had, or may claim to have, against Released Parties, arising
14 out of the violations alleged in the Second Amended Complaint and/or the PAGA Notice during the
15 PAGA Period, including failure to pay overtime compensation, failure to pay minimum wages, failure
16 to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to
17 pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure
18 to provide complete and accurate wage statements; failure to keep complete and accurate payroll
19 records; failure to reimburse necessary business-related expenses; and violations of Labor Code
20 sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
21 2698, *et seq.*, 2800, and 2802. The Released PAGA Claims expressly excludes any claims under
22 PAGA related to the payment of tips and gratuities.

23 15. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
24 Defendants to the Administrator, in consideration for her Class Representative Enhancement Payment,
25 Plaintiff Julie Nordman, for herself only, releases Defendants from any and all Released Class Claims
26 and Released PAGA Claims, and also generally releases and discharges the Defendants from any and
27 all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or
28 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.

This release specifically 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 has agreed that that she will not file a separate civil action against Defendants for claims pertaining to tips and gratuities.

16. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendants to the Administrator, in consideration for her Class Representative Enhancement Payment, Plaintiff Linda Peppers, for herself only, releases 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:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
3 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
4 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
5 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

11 17. The Court finds the settlement payments provided for under the Agreement to be fair
12 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
13 orders Defendants to fund the Gross Settlement Amount of \$1,288,987.94 within thirty (30) calendar
14 days after of the date of entry of this Judgment to provide payments for Individual Class Member
15 Payments, Individual PAGA Payments, the Class Representative Enhancement Payments, Class
16 Counsel's Fees and Costs, Settlement Administration Costs, and PAGA Penalties to the LWDA. The
17 Court further orders Defendants to separately pay any and all employer payroll taxes owed on the
18 wage portion of the Individual Class Payments. Defendants shall fund and the Settlement
19 Administrator shall distribute these amounts in accordance with the terms of the Agreement.

20 18. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
22 \$429,662.65, and awards reimbursement of costs and expenses incurred by Class Counsel in the
23 amount of \$15,213.09 from the Gross Settlement Amount. The award of attorneys' fees and costs is
24 the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
25 and/or owed to Class Counsel and any other person or entity related to the Action. The Court further
26 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
27 pursuant to the terms of the Agreement.

28 19. The Court hereby approves and orders Class Representative Enhancement Payments of

1 \$10,000.00 to Plaintiff Julie Nordman and \$10,000.00 to Plaintiff Linda Peppars from the Gross
2 Settlement Amount in accordance with the terms of the Agreement.

3 20. The Court find that the settlement of the Released PAGA Claims for \$50,000.00 which
4 is designated and allocated as penalties under the California Labor Code Private Attorneys General
5 Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves
6 allocation and payment of the PAGA Penalties as follows: \$37,500.00 (75% of \$50,000.00) to the
7 California Labor Workforce Development Agency, and \$12,500.00 (25% of \$50,000.00) to PAGA
8 Members on a *pro rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA
9 Members as penalties under PAGA shall be reported on an IRS Form-1099.

10 21. The Court also hereby approves and orders payment from the Gross Settlement Amount
11 for actual settlement administration expenses incurred by the Administrator, Phoenix Settlement
12 Administrators, in the amount of \$19,000.00.

13 22. The Court hereby approves and orders payment of Individual Class Payments from the
14 Net Settlement Amount to the Participating Class Members and payment of Individual PAGA
15 Payments to PAGA Members on a *pro rata* basis as set forth in the Agreement.

16 23. Provided the Settlement becomes effective under the terms of the Agreement, the Court
17 also hereby orders that the Administrator distribute the Individual Class Member Payments,
18 Individual PAGA Payments, the Class Representative Enhancement Payments, Class Counsel's Fees
19 and Costs payment, Settlement Administration Costs payment, and PAGA Penalties to the LWDA
20 within fourteen (14) calendar days of receipt of the Gross Settlement Amount.

21 24. The Court also hereby approves and orders that any checks distributed from the Gross
22 Settlement Amount that remain un-cashed after one hundred and eighty (180) calendar days after
23 being issued shall be void. All uncashed settlement checks shall be transferred to the Controller of
24 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §
25 1500, *et seq.* for the benefit of the Class Member or Aggrieved Employee who did not cash their
26 checks until such time that they claim their property, or the property is otherwise disposed of pursuant
27 to the Unclaimed Property Law.

28 25. Without affecting the finality of this Judgment, the Court shall retain continuing

jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

26. A post-approval final accounting hearing shall be held on October 15, 2026, at 3:00 p.m. in Dept. 2 of the above-entitled court, located at 1050 Mission Road, South San Francisco, California 94080. Class Counsel shall submit a final compliance status report by no later than ten (10) days before the hearing.

27. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix Settlement Administrators, on its website for a period of at least sixty (60) days.

28. Plaintiffs shall submit a notice of entry of this Judgment to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Electronically

SIGNED

By /s/McCannon, Mark

Dated: _____

12/13/2025
Honorable Nina Shapirshteyn
Judge of the Superior Court

Signing for retired Judge
Nina
Shapirshteyn

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

COMPLEX Law and Motion Calendar
Honorable Nina Shapirshteyn
1050 Mission Road, South San Francisco, CA 94080
Department 11, Courtroom L
11/20/25

If you intend to appear on any case on this calendar, you must give notice by 4:00 pm the court day before the hearing pursuant to California Rules of Court, Rule 3.1308(a)(1), and San Mateo County L.R. 3.403(b).

Failure to comply with notice as outlined will result in no oral presentation.

Notice of Appearance and Courtesy Copies

1. Email Dept11@SanMateoCourt.org before 4:00 pm the court day before with a copy to all parties or their counsel of record. The email must include the name of the case, the case number, and the name of the party contesting the tentative ruling OR call (650) 261-1111 before 4:00 pm the court day before and follow the instructions on the message.
2. Courtesy Copies: You must email a copy of any reply brief, or an Opposition to a Motion for Summary Judgment in an Unlawful Detainer matter to: LawAndMotionReplyBriefs@SanMateoCourt.org

Day of Hearing

Appearances can be In Person or Remote. If appearing remotely by Zoom, please use your first and last name and mute your audio until your case is called. All parties must use a device with a camera if you are appearing remotely. Please login to the zoom hearing by 1:50 pm.

Remote Appearance Zoom Information

RECORDING OF A COURT PROCEEDING IS STRICTLY PROHIBITED.

<https://sanmateocourt.zoomgov.com/> Meeting ID: 161 576 6143

Password: 142907

Zoom telephone dial-in: +1 (669)-254-5252

TO ASSIST THE COURT REPORTER, the parties are ORDERED to: (1) state their name each time they speak and only speak when directed by the Court; (2) not to interrupt the Court or anyone else; (3) speak slowly and clearly; (4) connect from a computer if at all possible, rather than a cell phone; (5) if a cell phone is absolutely necessary, the parties must be stationary and not driving or moving; (6) no speaker phones under any circumstances; (7) provide the name and citation of any cases referenced; and (8) spell all names, even common names.

Case	Title / Nature of Case
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03:00 PM

23-CIV-00188 JULIE NORDMAN VS BON APPETIT MANAGEMENT CO.

JULIE NORDMAN
BON APPETIT MANAGEMENT CO.

SARA EMI MINNE
LONNIE GIAMELA

PLAINTIFFS JULIE NORDMAN AND LINDA PEPPARS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

TENTATIVE RULING:

This is a class and representative action for alleged wage and hour law violations.

On March 28, 2025, this Court granted preliminary approval to the class action and representative action settlement between Plaintiffs Julie Nordman and Linda Peppars ("Plaintiffs") and Defendants Bon Appetit Management Co. and Compass Group USA, Inc. ("Defendants"). As set forth in the declaration of Lluvia Islas on behalf of the claims administrator, Phoenix Settlement Administrators ("Phoenix"), on June 9, 2024, Phoenix sent notice via U.S. first-class mail to the 2,630 individuals on the class list provided by Defendants. (Islas Dec., ¶ 5.) Ms. Islas reports that notice was successfully delivered to all but 19 class members, and she did not receive any requests for exclusion or objections. (Id. at ¶¶ 6, 8-10.)

The Court Grants Approval of the Settlement

In reviewing the evidence presented, the Court finds that all the conditions for final approval have been met and the Court gives final approval to the settlement. (Code of Civ. Proc., § 382; *Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 470).

The Class Members were provided proper notice as set forth in the Declaration of Ms. Islas. The class is ascertainable in that Defendants sent Phoenix class data with a final mailing list from which Phoenix was able to send notice. There is a community of interest in that common questions of law and fact predominate involving whether Defendants violated wage and hour laws. For settlement purposes, this community of interest is sufficient. Plaintiffs' claims are typical of the class claims because they are alleged to have suffered the same injury as other class members. Plaintiffs adequately represent the class, as set forth in their declarations and in having experienced class counsel.

The settlement avoids the risk of the uncertainty of litigation. The settlement is fair adequate and reasonable. The law favors settlement and the fact that the class might be able to obtain more from a trial must be balanced against the risk of not having a class certified, receiving less than the settlement, including a defense verdict, the time and money that it would take to go to trial and through a potential appeal, and the potential for a change in law. Class Counsel's declaration demonstrates that they have weighed the pros and cons of proceeding with this case and concluded that the settlement is fair and reasonable. The fact that out of 2,630 Class Members, none requested to opt out and none objected strongly supports approval of the settlement.

The Court Grants Attorneys' Fees, Costs and Service Award

The Court grants attorneys' fees of \$429,662.65, which represents one-third of the gross settlement amount of \$1,288,987.94. The Court recognizes Class Counsel's efforts in negotiating the settlement and the contingent nature of the case.

While a common fund fee is appropriate here, even a proper common fund-based fee award should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503 (*Lafitte*), the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. The Supreme Court stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.* at p. 505.) In this case, the Court believes that a fee of 1/3 of the common fund is the proper award of attorneys' fees. (See, e.g., *Lafitte, supra*, 1 Cal.5th at p. 506 ["33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits"]; *Chavez v. Netflix* (2008) 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of the benefits].)

The Court performs a lodestar cross-check. S. Emi Minne, of Class Counsel firm Parker & Minne, LLP, submitted a declaration. Ms. Minne outlines her and her partner Jill J. Parker's experience with employment class actions involving wage-and-hour claims and provides a chart of billed hours. Class Counsel's base lodestar is \$326,640.00 based upon 408.3 hours of work (10 of which counsel has not yet performed but anticipates will be necessary). The Court finds that the work done by the attorneys was reasonable and necessary and the rates of \$800/hour for each of the attorneys is reasonable based on prevailing rates and the attorneys' qualifications and experience. The Court awards a multiplier of 1.38, which the Court finds is appropriate based on the results achieved in settlement and the extent of Class Counsel's efforts.

The Court awards the requested costs of \$15,213.09 and finds them reasonable and necessary for the litigation. The Court finds that a reimbursement of \$19,000 to the claims administrator Phoenix is reasonable and necessary given the size of the class and the effort involved in its administration.

The Court awards \$10,000 each to Julie Nordman and Linda Peppars as service awards. The Court recognizes Plaintiffs' contributions to the case and the repercussions they faced as a result of serving as class representatives while still working in their positions.

A post-approval final accounting hearing is set for October 15, 2026, at 3:00 p.m. in Department 2. Counsel shall submit a final compliance status report no later than 10 days before the hearing.

The Court will sign the proposed order filed on September 24, 2025.

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).)

The Court alerts the parties to revised Local Rule 3.403(b)(iv) (amended effective January 1, 2024) regarding the wording of proposed orders.

03:00 PM

23-CIV-00188 JULIE NORDMAN VS BON APPETIT MANAGEMENT CO.

JULIE NORDMAN
BON APPETIT MANAGEMENT CO.

SARA EMI MINNE
LONNIE GIAMELA

MOTION FOR ATTORNEY FEES

TENTATIVE RULING:

See line 1.

Posted: 3:00 P.M.

