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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

KADIE FREEMAN, FRANCISCO
GARCIA and MONICA BERBERY, and
on behalf of the State of California, as a
private attorney generals,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT CO., a
California Corporation; and DOES 1
through 50, inclusive,

Defendant

Case No.: **23-CIV-01497**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: April 10, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Nina Shapirshteyn

Dept.: 7

Action Filed: September 15, 2023

Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiffs Kadie Freeman; Francisco Garcia; and Monica Barbery (“Plaintiffs”) move for
3 approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys
4 General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Bon
5 Appetit Management Co., (“Defendant”).

6 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
7 in this action and are authorized to act as private attorney general with respect to the PAGA claims
8 being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is
9 incorporated by reference. The California Labor Workforce Development Agency was provided
10 with notice of the Settlement and the motion for approval of the PAGA settlement via its online
11 process and no objection has been received to the settlement or the motion from the Labor
12 Workforce Development Agency (“LWDA”).

13 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
16 \$2,400,000.00, which includes the PAGA Payment, the Administration Expenses Payment (not to
17 exceed \$27,500) for Atticus Administration, LLC. to administer the settlement, PAGA Counsel Fees
18 Payment in the amount of \$800,000.00 (one-third of the Gross Settlement Amount), Service Awards
19 in the amount of \$15,000.00 to each Plaintiff, for a total of \$45,000.00, and PAGA Counsel
20 Litigation Expenses Payment in the amount of \$34,155.86. The PAGA Payment, which is the
21 amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration
22 Expenses Payment, the Service Awards and PAGA Counsel Fees Payment and PAGA Counsel
23 Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil
24 penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no
25 less than \$1,119,375.00) and 25% will be paid to the Aggrieved Employees (no less than
26 \$373,125.00).

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
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1 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
3 allocated and paid out as set forth in the Settlement Agreement.

4 The "Aggrieved Employees" are defined as all individuals who are or previously were
5 employed by Defendant Bon Appétit Management Co in California and classified as a nonexempt at
6 any time during the PAGA Period, but excluding those who performed work at Chase Center and/or
7 Oracle Park. The PAGA Period is the period from August 28, 2022 through August 28, 2024.

8 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,
9 Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled
10 to a release of the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA
11 Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred
13 during the PAGA Period, including claims under California Labor Code Sections 201, 202, 203,
14 204, 210, 216, 218, 222, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516,
15 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
16 2802, 2804, and 2810.5. The Released PAGA Claims expressly excludes all other claims, including
17 Plaintiffs' individual claims, claims for vested benefits, wrongful termination, violation of the Fair
18 Employment and Housing Act, unemployment insurance, disability, social security, workers'
19 compensation, and PAGA claims outside of the PAGA period. In no event shall the release of the
20 Released PAGA Claims in this Settlement Agreement release any individual claims of any
21 individuals.

22 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
23 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
24 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
25 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any
26 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
27 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
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1 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
2 such liability or wrongdoing.

3 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
4 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
5 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
6 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
7 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
8 the distribution of settlement benefits.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

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12 DATED: _____

13 THE HONORABLE NINA SHAPIRSHTEYN
14 JUDGE OF THE SUPERIOR COURT
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