

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 23-CIV-01497

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: May 1, 2025

Hearing Time: 10:30 a.m.

Judge: Hon. Nina Shapirshteyn

Dept.: 7

Complaint Filed: September 15, 2023

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on May 1, 2025, the Court entered the Judgment in
3 the above-entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

4 Respectfully submitted,

5 Dated: May 2, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

7 By: /s/ Kyle Nordrehaug
8 Kyle R. Nordrehaug

9 Attorneys for Plaintiffs

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On May 2, 2025, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Lonnie Giamela, Esq.
Areen Babajanian, Esq.
Natalie Larios, Legal Secretary
FISHER & PHILLIPS, LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Emails:
lgiamela@fisherphillips.com
ababajanian@fisherphillips.com
nlarios@fisherphillips.com

Attorneys for Defendant, BON APPETIT MANAGEMENT CO.

Mayall Hurley, P.C.
JENNY D. BAYSINGER (SBN: 251014)
jbaysinger@mayallaw.com
ROBERT J. WASSERMAN (SBN: 258538)
rwasserman@mayallaw.com
2453 Grand Canal Boulevard
Stockton, California 95207-8253
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

Attorneys for Plaintiffs

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 2, 2025, at San Diego, California.


Kyle Nordrehaug

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

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Nicholas J. De Blouw (SBN #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Mayall Hurley, P.C.

JENNY D. BAYSINGER (SBN: 251014)

jbaysinger@mayallaw.com

ROBERT J. WASSERMAN (SBN: 258538)

rwasserman@mayallaw.com

2453 Grand Canal Boulevard

Stockton, California 95207-8253

Telephone: (209) 477-3833

Facsimile: (209) 473-4818

Attorneys for Plaintiffs

FILED
SAN MATEO COUNTY

MAY 01 2025

Clerk of the Superior Court
By [Signature]
DEPUTY CLERK

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**

**ORDER APPROVING PAGA SETTLEMENT
AND JUDGMENT**

Hearing Date: April 17, 2025

Hearing Time: 9:30 a.m.

Judge: Hon. Nina Shapirshteyn

Dept.: 11

Action Filed: September 15, 2023

Trial Date: Not Set

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ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Approval of the PAGA Settlement by Plaintiffs Kadie Freeman; Francisco Garcia; and Monica Barbery. The Court having reviewed the Motion, and determined that the settlement is fair, adequate, and reasonable, and good cause appearing therefore,

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Order incorporates by reference the definitions of the PAGA Settlement Agreement (“Agreement”), as though fully set forth herein.
2. This Court has jurisdiction over the subject matter of the action and the Parties, including all Aggrieved Employees.
3. The Court approves the settlement.
4. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and are authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the Agreement, which is attached hereto as **Exhibit #1**. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).
5. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$2,400,000.00, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$27,500) for Atticus Administration, LLC. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$800,000.00 (one-third of the Gross Settlement Amount), Service Awards in the amount of \$15,000.00 to each Plaintiff, for a total of \$45,000.00, and PAGA Counsel Litigation Expenses Payment in the amount of \$34,155.86. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Awards and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated

1 to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of
2 which 75% of the payment will be paid to the LWDA (no less than \$1,119,375.00) and 25%
3 will be paid to the Aggrieved Employees (no less than \$373,125.00). The checks to Aggrieved
4 Employees will include a notice in the form attached hereto as **Exhibit #2**, which shall also
5 be translated into Spanish.

6 6. The Court, having reviewed the evidence and papers submitted and argument of counsel,
7 pursuant to Labor Code section 2699(1)(2), and the issues identified above having been
8 satisfied, hereby GRANTS the Plaintiffs' motion and approves the PAGA settlement as set
9 forth in the Settlement Agreement and the PAGA Payment, which shall be allocated and paid
10 out as set forth in the Settlement Agreement.

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

16 8. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,
17 Defendant and the Released Parties shall be entitled to a release of the Released PAGA
18 Claims.

19 9. The "Released PAGA Claims" are all claims for PAGA Penalties that were alleged, or
20 reasonably could have been alleged, based on the facts stated in the Operative Complaint, and
21 the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA
22 Period, including claims under California Labor Code Sections 201, 202, 203, 204, 210, 216,
23 218, 222, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552,
24 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
25 2802, 2804, and 2810.5. The Released PAGA Claims expressly excludes all other claims,
26 including Plaintiffs' individual claims, claims for vested benefits, wrongful termination,
27 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
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1 social security, workers' compensation, and PAGA claims outside of the PAGA period. In no
2 event shall the release of the Released PAGA Claims in this Settlement Agreement release
3 any individual claims of any individuals.

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

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

18 **IT IS SO ORDERED AND ADJUDGED.**

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20 DATED: May 1, 2025

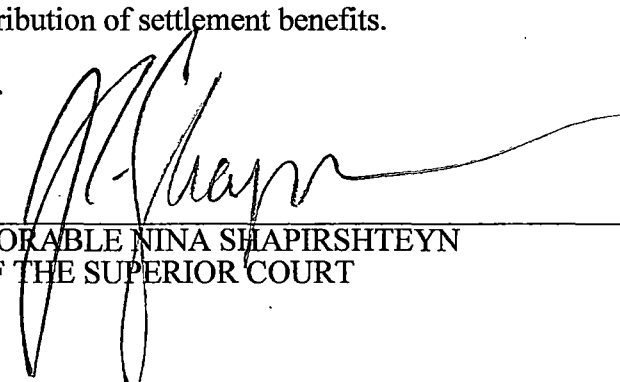
21 
22 _____
23 THE HONORABLE NINA SHAPIRSHTEYN
24 JUDGE OF THE SUPERIOR COURT
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Francisco Garcia, Kadie Freeman, and Monica Barbary (“Plaintiffs”) and defendant Bon Appétit Management Co. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendants captioned: (1) *Francisco Garcia vs. Bon Appétit Management Co.; Compass Group USA, Inc.*, (Case No. 23CV422469) PAGA Notice served on May 22, 2023, complaint filed on September 15, 2023, and pending in Superior Court of the State of California, County of Santa Clara; (2) *Kadie Freeman vs. Bon Appétit Management Company; and, Compass Group USA, Inc.*, (Case No. 23-CIV-01497), PAGA Notice served on March 29, 2023, complaint filed on September 15, 2023, operative first amended complaint filed on June 12, 2023 and pending in Superior Court of the State of California, County of San Mateo; and (3) any amended complaint which is to be filed in the *Freeman* matter in the County of San Mateo to encompass the *Garcia* and *Freeman* matters.
- 1.2. “Administrator” means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or were previously employed by Defendant Bon Appétit Management Co in California and classified as a non-exempt at any time during the PAGA Period, but excluding those who performed work at Chase Center and/or Oracle Park.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of San Mateo.
- 1.9. "Defendant" means named defendant Bon Appétit Management Co.
- 1.10. "Defense Counsel" means Lonnie Giamela and Areen Babajanian of Fisher & Phillips, LLP.
- 1.11. "Effective Date" means the date on which the Court's order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court's judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. "Gross PAGA Settlement Amount" means the total sum of Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards and the Administrator Expenses.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G.

Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”], and Jenny D. Baysinger and Robert J. Wassermann of Mayall Hurley P.C. [“MH”], the collective attorneys representing the Plaintiffs in the Action.

- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notices” means Plaintiff Garcia’s May 22, 2023 letter to Defendant and the LWDA, Plaintiff Garcia’s February 7, 2024 amended letter to Defendant and the LWDA, and Plaintiff Freeman’s March 29, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from August 28, 2022 through August 28, 2024.
- 1.24. “Plaintiffs” means Francisco Garcia, Kadie Freeman, and Monica Barbery, the named plaintiffs in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successor, assigns, subsidiaries or affiliates, including, but not limited to, Defendant Compass Group USA, Inc.
- 1.27. “Service Award(s)” means the service payments made to the Plaintiffs in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On April 4, 2023, Plaintiff Freeman commenced the Action by filing a Class Action Complaint for Damages against Defendant. On June 12, 2023, Plaintiff Freeman filed a First Amended Complaint to Assess and Collect Civil Penalties against Defendant (the “Freeman Action”) alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.2. On September 15, 2023, Plaintiff Garcia commenced the Action by filing a Representative Action Complaint against Defendant (the “Garcia Action”) alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.3. As part of this Agreement, the Parties agree to stipulate to the filing of a First Amended Representative Action Complaint in the Freeman Action that adds Plaintiffs Garcia and Barbery as additional PAGA Representatives and all PAGA claims from the Garcia Action, after which the Garcia Action will be dismissed without prejudice. The First Amended Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”).
- 2.4. Defendant denies the allegations in the Operative Complaint, the Freeman Action, the Garcia Action, and the PAGA Notices, denies any failure to comply with the laws identified in the Operative Complaint, the Freeman Action, the Garcia Action, and the PAGA Notices and denies any and all liability for the causes of action alleged.
- 2.5. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.6. On June 12, 2024, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq. The Parties participated in an additional half day mediation on July 26, 2024, which ultimately led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$2,400,000 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Awards, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses

Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3rd) of the Gross PAGA Settlement Amount which is currently estimated to be \$800,000 and PAGA Counsel Litigation Expenses Payment of not more than \$35,000. PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 50% to BNBD and 50% to MH. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$27,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$27,500, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$1,492,500 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$1,119,375) allocated to the LWDA PAGA Payment and 25% (no less than \$373,125) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and

liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 To Plaintiffs: Plaintiffs shall request from the Court Service Award payments in the amount of \$15,000.00 each, for a cumulative total of \$45,000, as recognition for Plaintiffs' efforts in securing this Settlement for the benefit of the Aggrieved Employees and the LWDA and in exchange for releasing the Plaintiffs' Released Claims against the Released Parties. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiffs' request for Service Awards in this amount. In the event the Service Awards are approved for less than \$15,000.00 each to the Plaintiffs, the unawarded difference will be added to the PAGA Payment and not to Plaintiffs, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to the Plaintiffs by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Awards shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are approximately 12,050 Aggrieved Employees who worked an approximate total of 400,000 PAGA Pay Periods from the beginning of the PAGA Period.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court's issuance of an Order approving this Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel and the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) calendar

days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Awards, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Casa San Mateo in the name of the individual who failed to cash their check pursuant to the California Code of Civil Procedure section 384(b).
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses).
5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1. **Plaintiffs' Releases.** Each of the Plaintiffs and his/her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the

PAGA Notices (“Plaintiffs’ Released Claims”). Plaintiffs’ Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that he/she may discover facts or law different from, or in addition to, the facts or law that each now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ respective discovery of them.

5.1.1 Plaintiffs’ Waivers of Rights Under California Civil Code Section 1542. Plaintiffs’ Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that each now knows or believes to be true with respect to the subject matter of Plaintiffs’ Released Claims, those claims will remain released and forever barred. Thus, Plaintiffs, and each of them, expressly waives and relinquishes the provisions, rights and benefits of Section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees:

Upon full funding of the Gross PAGA Settlement Amount, the State of California, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including claims under California Labor Code Sections 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and 2810.5. The Released PAGA Claims expressly excludes all other claims, including Plaintiffs’ individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC ("Atticus" of the "Administrator") to serve as the Administrator and verified that, as a condition of appointment, Atticus agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates there are approximately 12,050 Aggrieved Employees who worked an approximate total of 400,000 PAGA Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods during the PAGA Period prior to the filing of the motion for approval. If the number of PAGA Pay Periods represented prior to the filing of the motion for approval for the PAGA Period is incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the actual number of PAGA Pay Periods is 11% higher than 400,000 (i.e. 444,000), the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release period to stay within the 10% cushion, cutting off the PAGA Period on the date where 440,000 pay periods are reached.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or the PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs, or any of them, that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to

settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lisa Klerman, Esq., for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will

be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.12 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.13 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

Jenny D. Baysinger
jbaysinger@mayallaw.com
Robert J. Wassermann
rwassermann@mayallaw.com
Mayall Hurley P.C.
112 S. Church Street
Phone: (209) 477-3833
Facsimile: (209) 473-4818

To Defendant: Lonnie Giamela
lgiamela@fisherphillips.com
Areen Babajanian
ababajanian@fisherphillips.com
Fisher & Phillips, LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Phone: (213) 330-4500
Facsimile: (213) 440-4501

- 10.14 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.15 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.16 No Other Pending Claims. Plaintiffs each represent that he/she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

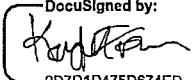
11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 11/12/2024

Francisco Garcia
Francisco Garcia (Nov 12, 2024 16:36 PST)
Plaintiff Francisco Garcia

Dated: 11/14/2024

DocuSigned by:

9D7D1D475D674ED...
Plaintiff Kadie Freeman

Dated: _____

Plaintiff Monica Barbery

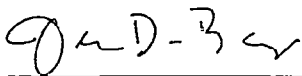
Dated: _____

For Defendant Bon Appétit Management Co.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/14/2024


Jenny D. Baysinger
Mayall Hurley P.C.
Attorney for Plaintiff

Dated: _____

Lonnie Giamela
Fisher & Phillips, LLP
Attorneys for Defendant

Dated: _____

Plaintiff Kadie Freeman

Dated: 11/12/2024

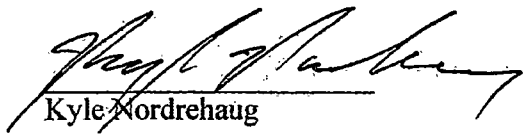
Monica Barbery
Monica Barbery (Nov 12, 2024 20:17 PST)

Plaintiff Monica Barbery

Dated: _____

For Defendant Bon Appétit Management Co.

Dated: 11/14/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Jenny D. Baysinger
Mayall Hurley P.C.
Attorney for Plaintiff

Dated: _____

Lonnie Giamela
Fisher & Phillips, LLP
Attorneys for Defendant

Dated: _____

Plaintiff Kadie Freeman

Dated: _____

Plaintiff Monica Barbery

Dated: 11/27/24

Kathryn Gillette Collins
Kathryn G. Collins
For Defendant Bon Appétit Management Co.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Jenny D. Baysinger
Mayall Hurley P.C.
Attorney for Plaintiff

Dated: November 27, 2024

Lm O'R
Lonnle Giamela
Fisher & Phillips, LLP
Attorneys for Defendant

EXHIBIT #2

NOTICE OF PAGA SETTLEMENT

Freeman v. Bon Appétit Management Co.,

Superior Court of the State of California, County of San Mateo Case No. 23-CIV-01497

Atticus Administration, LLC

P.O. Box _____

Telephone: _____

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) by Plaintiffs Kadie Freeman; Francisco Garcia; and Monica Barbery (“Plaintiffs”) acting in a private attorney general capacity against Defendant Bon Appétit Management Co. (“Defendant”) (the “Action”). Through the Action, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals who are or previously were employed by Defendant Bon Appétit Management Co in California and classified as a nonexempt at any time during the PAGA Period, but excluding those who performed work at Chase Center and/or Oracle Park (the “Aggrieved Employees”). The PAGA Period is the period from August 28, 2022 through August 28, 2024.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiffs and/or the Aggrieved Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all “Released PAGA Claims”. “Released PAGA Claims” are all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including claims under California Labor Code Sections 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and 2810.5. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. By Judgment dated _____, 2025, the Superior Court of California for the County of San Mateo approved the settlement of the Action and the Released PAGA Claims.

According to Defendant’s records, you are an Aggrieved Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* charity, the Casa San Mateo, pursuant to the California Code of Civil Procedure section 384(b).

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to Atticus Administration, LLC (the Administrator) using the contact information at the top of this correspondence.

NOTICE OF PAGA SETTLEMENT