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Attorneys for Plaintiff, ANGEL MEN CHAN,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ANGEL MEN CHAN an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

PANERA, LLC., a Delaware limited liability
company and BEVERLY NGUYEN, an
individual; and DOES 1 through 100, inclusive

Defendants.

CASE NO.: 23STCV09024

[Assigned to the Hon. William F. Highberger in
Dept. 10]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF’S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT**

DECLARATION OF VEDANG J. PATEL

1
2 1. I am an attorney at law, duly licensed to practice before all the Courts of the State
3 of California, a senior attorney at Bibiyan Law Group, P.C., counsel for Plaintiff Angel Men Chan
4 (“Plaintiff”), and all others similarly situated and aggrieved. As such, I am familiar with the file
5 in this matter and, if called as a witness, I could and would competently testify to the following
6 facts of my own personal knowledge.

7 2. On or around April 21, 2023, Plaintiff filed the this action against Panera, LLC
8 (“Defendant”) and Beverly Nguyen in the Superior Court of California, County of Los Angeles,
9 Case No. 23STCV09024 alleging the following: (1) Failure to Pay Overtime Wages; (2) Failure
10 to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods;
11 (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8)
12 Failure to Indemnify; and (9) Unfair Competition. (“Class Action”).

13 3. On or around October 21, 2023, Plaintiff filed a separate action under the Private
14 Attorneys General Act of 2004 (“PAGA”) against Defendant Panera, LLC (“Defendant”) in
15 Superior Court of the State of California, County of Los Angeles, Case No. 23STCV21531,
16 asserting claims under California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699
17 (“PAGA Action”).

18 4. Thereafter, Plaintiff and Defendant (collectively, the “Parties”) agreed to exchange
19 informal discovery and attend mediation in the Class Action and PAGA Action simultaneously.
20 Prior to the mediations, Plaintiff obtained, through informal discovery: (a) a 30% sampling of time
21 and payroll records for Class Members and Aggrieved Employees; (b) a list of Class Members
22 including their hire dates, termination dates, positions worked, and contact information; (c)
23 Defendant’s employee handbook; and (d) all documents pertaining to Plaintiff. On April 30, 2024,
24 the Parties attended mediation with Michael Dickstein, Esq. The mediation was unsuccessful, and
25 the Parties resumed litigation.

26 5. After further litigation, the Parties ultimately elected to attend a second mediation.
27 Plaintiff, with the assistance of expert data consultants, were able to extrapolate data for Class
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Members and Aggrieved Employees through the second mediation. The Parties attended a second mediation on November 22, 2024 with Michael Dickstein, Esq. The mediation was successful. After further negotiations in the months thereafter, the Parties were able to reach the Agreement.

6. As part of the Settlement, the Parties agreed to stipulate to Plaintiff filing a First Amended Complaint in the Class Action to include all claims alleged in the PAGA Action, and thereafter dismiss the PAGA Action without prejudice, thereby effectively consolidating the Class Action and the PAGA Action into one Action (the "Action").

The Proposed Settlement

7. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached hereto as Exhibit "1" thereto. A summary of the terms of the settlement are as follows:

Defendant will stipulate, for purpose of this settlement only, as follows:

- Certification of a class ("Settlement Class," "Settlement Class Members" or "Class Members") defined as: all individuals who performed work in any non-exempt position for Defendant at any time from April 21, 2019 through October 22, 2024 (the "Class Period") in the State of California.
- Defendant will pay \$6,000,000.00 ("Gross Settlement Amount") to resolve the matter.
- The Settlement was negotiated based on Defendant's representation that there are no more than 997,857 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 99,785 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 1,097,732 (997,857 + 99,785) multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 997,857. The Parties agree that the Workweek Value amounts to, and the settlement amounts to, \$6.01 per Workweek (\$6,000,000 / 997,857

Workweeks). Thus, for example, should there be 1,100,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$13,630.68. ((1,100,000 Workweeks – 1,047,749 Workweeks) x \$6.01/Workweek.).

- Defendant will pay the employer’s share of taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks¹ worked during the Class Period.
- The Settlement Administration costs, estimated not to exceed \$96,990.00 will be paid out of the Gross Settlement Amount.
- Class Counsel will apply for, and Defendant will not oppose, attorneys’ fees of not more than thirty-five (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to \$2,100,000.00, and actual costs, not to exceed \$100,000.00 all of which will be paid out of the Gross Settlement Amount. Class Counsel may seek less than 35% in fees at the time of final approval.
- Class Counsel will apply for, and Defendant will not oppose, a service award in the amount of \$7,500.00 to the Class Representatives, which will be paid out of the Gross Settlement Amount.
- “Aggrieved Employees” are all individuals who performed work in any non-exempt position for Defendant at any time from April 21, 2022 through October 22, 2024 (the "PAGA Period") in the State of California.
- Defendant has agreed to pay \$200,000.00 out of the Gross Settlement Amount as PAGA penalties, seventy-five percent (75%) or \$ 150,000.00 of which will be paid to the LWDA and twenty-five percent (25%) or \$50,000.00 of which will be distributed to the Aggrieved Employees.

¹ “Workweek” means any week during which a Class Member was employed by Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

- For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to California Controller's Office, Unclaimed Property Fund.

Settlement Agreement and Accompanying Documents

8. Attached hereto as Exhibit "1" is the Settlement Agreement. Attached to the Settlement Agreement as Exhibit A is the proposed "Class Notice" to be distributed to Class Members in English.

9. Class Counsel has selected to use Apex Class Action, LLC an experienced Settlement Administrator, to administer the settlement.

10. On or about May 18, 2025 my office submitted a copy of the Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA") in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiffs is attached hereto as Exhibit 3.

The Settlement Is Fair and Reasonable Based Upon Objective Evidence

The Settlement was Negotiated at Arm's-Length and is not Collusive

11. The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by Class Counsel. The Settlement was reached after extensive factual and legal investigation and research; substantial negotiation regarding the scope of informal discovery; motion practice including removal to Federal Court and a motion to compel arbitration; a *Belair-West* process, interviews with Class Members, formal discovery, depositions, an exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultants; an analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of PAGA Members in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence

1 and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same
2 industry elsewhere in the country; and preparation for and attendance at two full-day sessions of
3 mediations, followed by months of further discussions and coordination to finalize the terms and
4 conditions of the general settlement parameters agreed to by the Parties.

5 12. While Class Counsel believe in the chance of success of certifying the claims, Class
6 Counsel recognized the potential risk, expense and complexity posed by further litigation.
7 Moreover, litigating Plaintiff claims in this Litigation—claims that involve approximately 18,363
8 Class Members during the Class Period—would require enormous preparation and discovery, and
9 ultimately would involve the deposition and presentation of numerous more witnesses (including
10 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
11 expert reports. Therefore, should litigation have progressed any further, there would have been
12 significant expense incurred by each side (above and beyond the expense already incurred).

13 **The Settlement Amount is Well Within Range of Reasonableness**

14 13. The settlement amount reached in this case provides significant recovery to Class
15 Members and PAGA Members, and easily falls within the range of reasonableness. Based on
16 documents and information provided by Defendant, Class Counsel understand there are
17 approximately 997,857 Workweeks during the Class Period.

18 **Unpaid Wages for Failure to pay Off-the-Clock Work**

19 14. Class Counsel theorized at the mediation, based on Plaintiff's and Class Members'
20 narrative evidence, that Defendant's practices during the Claas Period resulted in off-the-clock work.
21 Class Counsel theorized that Class Members spent time off-the-clock by donning and doffing their
22 uniform off the clock, waiting in line prior to clocking in, waiting for customer transactions to be
23 resolved prior to clocking in, completing tasks after clocking out to avoid incurring overtime, and
24 completing mandatory online training and certification courses off the clock.

25 15. Class Counsel advanced a theory that all Class Members worked off-the-clock for an
26 estimate of 5 minutes each shift throughout the Class period, without pay. Class Counsel understand
27 from the data provided and analyzed by expert data consultants that there were 3,468,610 shifts
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1 during the Class Period, 4.7% of shifts worked were over 8 hours, and that Class Members were
2 paid an average of \$14.62 per hour. Thus, one theory advanced by Class Counsel resulted in
3 Defendant's exposure for unpaid overtime wages due to failure to track and pay for all time worked
4 of \$296,736 (0.083 hr. x \$14.62/hr x 1.5 OT rate x 3,468,610 shifts x 0.047 shifts over 8 hrs.).
5 Additionally, Class Counsel theorized Defendant's exposure for unpaid minimum wages is
6 \$8,022,391 (0.083 hr. x \$14.62/hr x 2 in liquidated damages x 3,468,610 shifts x 0.953 shifts over
7 8 hrs.). Thus, Class Counsel theorized Defendant's total exposure for failure to pay for all time
8 worked at the time of mediation was \$8,319,127.

9 16. Class Counsel understands from the mediator and the mediation process that
10 Defendant made the following defenses in connection with this claim: Defendant ardently opposes
11 the merits of this case, denies Plaintiff's factual allegations, and maintains that Plaintiff faces
12 substantial risk with respect to certifying his/her claims (for any purpose other than settlement),
13 proving liability for any of the alleged Labor Code violations or recovering any penalties sought in
14 connection with his/her derivative claims. Defendant contends, among other things, that Plaintiff
15 and the Class Members have been paid proper wages. Defendant contends that its policies
16 specifically prohibit off-the-clock work. Defendant contends that it did not require Class Members
17 to work off-the-clock and, rather, they were paid for all time suffered or permitted to work.
18 Defendant also states that it provided numerous registers for Class Members to clock in and out, and
19 therefore its employees would not have to wait in line. Furthermore, Defendant argues that any
20 allegations that Class Members were required to be under Defendant's control off-the-clock would
21 necessitate an individualized inquiry into when and why, making this claim not subject to class
22 treatment and any trial in this litigation unmanageable. Thus, Defendant contends that no damages
23 can be recovered here, and, even if, *arguendo*, they could, an estimate of five (5) minutes of unpaid
24 work off-the-clock of Class Members for every single shift during the Class Period is a wild
25 exaggeration of time spent working off-the-clock if any such time was spent.

26 **Recovery of Damages for Non-Compliant Meal Periods**
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17. Class Counsel theorized, based on the narrative evidence of Plaintiff, as well as documents produced by Defendant, that Defendant's meal period policies and practices throughout the Class Period were non-compliant as Plaintiff and Class Members did not receive full, timely and uninterrupted meal periods. Class Counsel theorized that Plaintiff and Class Members were not provided a separate area for them to use during their meal periods and therefore were required to share space with customers, which when combined with their orange uniforms, resulted in customers interrupting Class Members during their meal periods. Furthermore, Class Counsel theorized that Class Members' meal periods were cut short by supervisors to address immediate needs.

18. Class Counsel understands from the documents produced by Defendant and analyzed by expert data consultants that there were 74,318 unique meal period violations (*i.e.* meal periods that were late, short, or missed) during the Class Period through the mediation. Class Counsel also understand that some meal period premiums were paid during the Class Period. Thus, one theory advanced by Class Counsel, based solely on facial and unique violations, resulted in Defendant's liability for unpaid meal premiums of \$549,683 [$\$14.62/\text{hr} \times (74,318 \text{ unique meal period violations} - 36,720 \text{ meal period premiums paid})$].

19. Class Counsel understands from the mediator and the mediation process that Defendant makes the following defenses in connection with this claim: Defendant argues that it had compliant meal period policies and practices. Defendant argues that Class Members were provided with the opportunity to take all meal periods to which they were entitled, and that Class Members took timely and full meal periods. Defendant contends that its policy requires its employees to take timely and full meal periods. Defendant further contends that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of its meal period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Recovery of Damages for Non-Compliant Rest Periods

20. Class Counsel theorized at mediation, based on Plaintiff and Class Members' narrative evidence, that Class Members did not receive compliant rest periods throughout the Class Period based on many of the reasons stated above for meal period violations, including that they were cut short or interrupted. Notably, no rest period premiums were paid during the Class Periods through the mediation. One calculation performed by Class Counsel resulted in, assuming a conservative 20% violation rate for rest-eligible shifts, of \$10,142,216 (\$14.62/hr. x 3,468,610 shifts x 0.20 violation rate).

21. Class Counsel understand from the mediator and the mediation process that Defendant make the following defenses in connection with this claim: Defendant argues that it had compliant rest period policies and practices and that its policy requires its employees to take timely and full rest breaks. Defendant argues that Class Members were provided with the opportunity to take all timely rest periods to which they were entitled, and that Class Members took timely and full rest breaks or received the required rest period premium for each instance of rest period violations. Defendant further contends that any instance of a Class Member failing to take a compliant rest period was voluntary and therefore would necessitate an individualized inquiry and would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Wage Statement Violations

22. Class Counsel theorized that Class Members are entitled to recover penalties for Defendant's alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e), because shift involved off-the-clock work that was not included on wage statements. Further, many shifts included meal period and rest period violations for which premiums were not paid. Thus, Defendant is liable for wage statement violations for each pay period. Class Counsel understand from the data provided by Defendant that there were 250,548 pay periods in the wage statement liability period. Thus, Class Counsel theorized Defendant's exposure for this claim, assuming a 20% violation rate, to be \$5,010,960. (250,548 pay periods in the wage statement period x \$100 penalty x .20 violation rate).

1 23. Class Counsel understands from the mediator and the mediation process that
2 Defendant makes the following defenses in connection with this claim: Defendant contends that the
3 wage statements issued to the employees fully complied with Labor Code section 226. Defendant
4 contends that because they believe no wages are unpaid that, thus, there can be no derivative
5 penalties. Defendant further asserts that, to the extent that Plaintiff received wage statements that
6 were allegedly inaccurate, Plaintiff suffered no actual damage or harm as a result. However, Class
7 Counsel also understands the risks inherent in this claim if the above claims were not certified. Class
8 Counsel also had to factor in, and did factor in, the risk that a Court would find there was no injury
9 to Class Members even if the wage statements were inaccurate or that Defendant's conduct was not
10 intentional, both of which are requirements of Labor Code section 226 before penalties can issue.
11 Class Counsel also notes that the calculation used does not consider the first pay period violation
12 only being \$50 and the fact that all Class Members did not work all pay periods.

13 **Waiting Time Penalties**

14 24. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant
15 statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days'
16 worth of wages as waiting time penalty for not being paid all wages due upon separation of
17 employment. Class Counsel theorized at mediation, based on relevant documents provided by
18 Defendant, that, under Labor Code section 203, Defendant is liable to pay each Class Member, who
19 was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time
20 penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to
21 timely pay all wages due. Class Counsel understands from documents provided by Defendant that
22 there were 12,079 separated employees during the relevant statutory period. Thus, Class Counsel
23 theorized Defendant's exposure for this claim, assuming a 20% violation rate, to be \$8,476,559
24 (12,079 separated Class Members x \$14.62/hr. x 8 hrs x 30 days x .20 violation rate.

25 25. Class Counsel understands from the mediator and the mediation process that
26 Defendant contends that there is no credence to Plaintiff's off-the-clock theory and that, thus, no
27 waiting time penalties are owed based on that theory. Defendant further alleges that its good-faith
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1 belief that it paid all wages precluded the imposition of waiting time penalties since Plaintiff could
2 not prove that Defendant alleged failure to pay all final wages at the time of separation was “willful.”
3 Thus, Defendant argues that no waiting time penalties are owed.

4 **Failure to Reimburse Work Expenses**

5 26. Class Counsel initially theorized that Class Members are owed reimbursement for
6 using their personal electronic devices (i.e. computers, cell phones, etc.) to access and complete
7 training requirements for Defendant. However, after investigation and discovery, Class Counsel did
8 not attribute significant damages for this claim for purposes of mediation).

9 **PAGA Penalties**

10 27. Class Counsel understand from the time and payroll data provided by Defendant that
11 there were 250,548 pay periods in the PAGA Period. Plaintiff claims in the Action under PAGA are
12 substantially similar to those described herein. PAGA penalties include penalties for initial
13 violations and subsequent violations. Defendant contends that only initial violation rates may be
14 used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and
15 because Class Counsel through investigation and discovery did not come to the conclusion that
16 Defendant at any time was notified by any governmental entity that they violated any Labor Code
17 sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure
18 model for Defendant to include only initial violation rates.

19 28. While Class Counsel is informed and believe that reasonable minds differ with regard
20 to calculation of PAGA penalties, Class Counsel believes it is reasonable to calculate Defendant’s
21 maximum exposure in PAGA penalties as follows:

22 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
23 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
24 violations, and a violation every single pay period for every single non-exempt employee in the
25 PAGA Period, this amounts to a maximum exposure of \$12,527,400 (250,548 pay periods x \$50).

26 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
27 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
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1 rate for all violations and a violation every single pay period for every single non-exempt
2 employee in the PAGA Period, this amounts to a maximum exposure of \$25,054,800 (250,548
3 pay periods x \$100).

4 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
5 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
6 violations and a violation every single pay period for every single non-exempt employee in the
7 Settlement Period, this amounts to a maximum exposure of \$12,527,400 (250,548 pay periods x
8 \$50).

9 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
10 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
11 violations and a violation every single pay period for every single non-exempt employee in the
12 Settlement Period, this amounts to a maximum exposure of \$12,527,400 (250,548 pay periods x
13 \$50).

14 e. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
15 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
16 at separation of employment, a 100% violation rate would likely include just one violation per
17 employee. The data produced by Defendant indicates that there were 7,291 Aggrieved Employees
18 whose employment was separated during the PAGA Period. This amounts to a maximum exposure
19 of \$729,100 (7,291 Aggrieved Employees x \$100).

20 f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
21 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
22 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
23 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
24 for all violations and a violation every single pay period for every single non-exempt employee in
25 the PAGA Period, this amounts to a maximum exposure of \$25,054,800 (250,548 pay periods x
26 \$100).

1 g. Conclusion: In sum, Class Counsel calculated Defendant's total maximum
2 exposure for PAGA violations if the Court were to find a 100% violation rate for every PAGA
3 Member every pay period and not exercise its discretion to reduce any of those penalties to be
4 \$88,420,900. Class Counsel understand from the mediator and the mediation process that
5 Defendant argued the following in connection with this claim: Defendant contends that no PAGA
6 penalties are likely to be awarded and, even if they were, the maximum exposure calculated by
7 Class Counsel is vastly overstated. First, Defendant defends that PAGA penalties cannot and
8 should not be stacked. Second, Defendant asserts that individualized issues predominate the
9 PAGA claims, making the claims unmanageable for trial. Third, Defendant denies that a violation
10 for each pay period can be established. Fourth, Defendant contends that a Court is unlikely to
11 exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct
12 shown by Plaintiff that would show any Labor Code violation by Defendant is knowing and
13 intentional. Defendant insists that this is especially true in this Action where class action damages
14 are available to Class Members, rendering an award of PAGA penalties in addition to class action
15 damages to be double recovery.

16 29. Class Counsel maintain that it is possible to recover the subsequent violation rate for
17 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
18 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 95% discount of this
19 claim to be reasonable, resulting in a valuation of \$4,421,045 as a reasonable estimate of the
20 likelihood of what Plaintiff may recover at trial for PAGA penalties (\$88,420,900 x .05).

21 **Conclusion**

22 30. When including derivative penalties, such as waiting time penalties, wage statement
23 violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum
24 exposure to be approximately \$36,919,590. In all, Class Counsel obtained a Gross Settlement
25 Amount of \$6,000,000. Particularly in light of the risks involving obstacles to class certification, all
26 issues and risks related to liability, the issues with manageability at trial, the discretionary nature of
27 PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements,
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1 Class Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in
2 the best interest of Class Members.

3 31. Moreover, \$200,000 of the Gross Settlement Amount was attributed to PAGA
4 penalties. This allocation was decided mutually by the Parties and the mutual decision was based
5 on: (1) the fact that damages are available for the failure to pay wage claims while only penalties
6 are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline
7 to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full
8 amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA
9 penalties at all in light of the fact that damages are available for Class Members and it may find any
10 further liability against Defendant unnecessarily punitive.

11 **Proposed Attorneys' Fees and Costs Are Reasonable**

12 32. Class Counsel seek an attorneys' fees award of *not more than* thirty-five percent
13 (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would
14 amount to \$2,100,000. Class Counsel may seek less than 35% at the time of final approval. Class
15 Counsel also seek reimbursement of costs not to exceed \$85,000.00.

16 **The Requested Enhancement Award to The Named Plaintiffs and Class Representatives Is**
17 **Reasonable**

18 33. Class Counsel believe Plaintiff is entitled to an enhanced award for her service as
19 class representative, for answering extensive questions by Class Counsel, for being available and
20 answering questions during mediation, for the risks in being the named plaintiff and for providing
21 Defendant with a more expansive release of claims, including a waiver based upon California Civil
22 Code section 1542, in exchange for the enhancement award.

23 34. I am informed and believe Defendant does not oppose the requested enhancement to
24 Plaintiff. Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel
25 seeks a limited enhancement of \$7,500.00 each for Plaintiff.

26 **Conditional Certification for Settlement Purposes**

27 **Ascertainability**
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35. The Class Member definition (i.e., all individuals who performed work in any non-exempt position for Defendant at any time during the Class Period) is derived from the operative complaint, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt and hourly-paid employees. Pursuant to Defendant's payroll records, approximately 18,363 persons.

Numerosity

36. Class Counsel understand from documents provided that Defendant identified at least 18,363 Class Members.

Commonality

37. This litigation is brought to resolve common issues that include whether Defendant failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other claims as set forth above.

Typicality

38. I believe Plaintiff: (1) was a non-exempt employee like other Class Members; (2) complained of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) did not receive full premium pay for meal periods that were not compliant with the Labor Code; and (4) did not receive premium pay for rest periods that were not provided, among others as set forth above.

Adequacy of Vedang J. Patel

39. I graduated with Bachelor of Arts degree in Economics from the University of California, Davis in 2016.

40. I received my Juris Doctorate from the UCLA School of Law in 2019.

41. After graduating from law school, I practiced law as a member of Murchison & Cumming, LLP on a variety of matters on behalf of defendants.

42. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf plaintiffs in matters of employment law, and specifically on issues of unpaid wages and class action settlements.

1 43. I am currently a Senior Attorney at Bibiyan Law Group, P.C. Among other tasks, I
2 oversee and manage all class action and PAGA action settlements at Bibiyan Law Group, P.C. I
3 have led settlement negotiations and the approval process for class action and PAGA settlements in
4 countless matters, including many of those listed in the declaration of David D. Bibiyan filed
5 concurrently.

6 44. I have also been appointed as Class Counsel in the past in the following actions:

7 • *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los
8 Angeles, Honorable Lawrence P. Riff presiding;

9 • *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2202274, California Superior
10 Court, County of San Bernardino, Honorable Jessica Morgan presiding;

11 • *Taat v. Acell. Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior Court,
12 County of San Diego, Honorable Matthew Brainer presiding;

13 • *Jordan v. The Martin-Brower Company.* Case No. 21STCV41435, California Superior
14 Court, County of Los Angeles, Honorable Stuart Rice presiding;

15 • *Williams v. Marrs.* Case No. 21STCV23775, California Superior Court, County of Los
16 Angeles, Honorable Stuart Rice presiding;

17 • *Russell v. Staffmark.* Case No. CVRI2103921, California Superior Court, County of
18 Riverside, Honorable Harold Hopp presiding;

19 • *Ortega Chavez v. Winpak Lane, Inc., et al.* Case No. CIVSB2202274, California
20 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

21 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
22 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;

23 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
24 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

25 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
26 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;

27 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
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1 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;

2 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior

3 Court, County of San Bernardino, honorable Jessica Morgan presiding;

4 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al.* Case No. JCCP5244, California

5 Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;

6 • *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of

7 Los Angeles, Honorable Christopher Lui presiding.

8 • *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California

9 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

10 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al.* Case No.

11 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl

12 presiding;

13 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722,

14 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;

15 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No.

16 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.

17 Highberger presiding;

18 • *Trigueros Garcia v. Highland Plastics, Inc., et al.,* Case No. CVRI2202836, California

19 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

20 • *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California

21 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

22 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California

23 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

24 • *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,

25 California Superior Court, County of Ventura, Honorable Henry Walsh presiding;

26 • *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California

27 Superior Court, County of Tulare, Honorable Brett Hillman presiding;

28

- 1 • *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
2 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- 3 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
4 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
5 presiding;
- 6 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
7 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
- 8 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
9 Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- 10 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior
11 Court, County of San Bernardino, Honorable David Cohn presiding;
- 12 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
13 County of Monterey, Honorable Thomas W. Wills presiding;
- 14 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
15 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- 16 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California
17 Superior Court, County of Alameda, Honorable Michael Markman presiding;
- 18 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
19 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
- 20 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
21 Court, County of Los Angeles, Honorable Laura Seigle presiding;
- 22 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California
23 Superior Court, County of Alameda, Honorable Noel Wise presiding;
- 24 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
25 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
- 26 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
27 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- 28

1 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
2 Court, County of Imperial, Honorable Jeffery B. Jones presiding;

3 45. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the
4 past, including in:

5 • *Bailey v. Cannon Constructors*, Case No. 21STCV38274, California Superior Court,
6 County of Los Angeles, Honorable Carolyn Kuhl presiding.

7 • *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California
8 Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;

9 • *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court,
10 County of Los Angeles, Honorable Kerry Bensinger presiding;

11 • *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior
12 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

13 • *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior
14 Court, County of Napa, Honorable Cynthia P. Smith presiding;

15 • *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior
16 Court, County of Los Angeles, Honorable Elaine Lu presiding;

17 • *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068,
18 California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding.

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EXHIBIT 1

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Attorneys for Defendants, PANERA, LLC and BEVERLY NGUYEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGEL MEN CHAN an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

PANERA, LLC., a Delaware limited liability
company and BEVERLY NGUYEN, an
individual; and DOES 1 through 100,
inclusive

Defendants.

CASE NO.: 23STCV09024

Related case No.: 23STCV21531

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: April 21, 2023

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made by and between Plaintiff ANGEL MEN CHAN (“Plaintiff”)
3 and Defendant PANERA, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. The “Class Action” means Plaintiff’s lawsuit alleging wage and hour violations, against
7 Defendant, captioned *Chan v. Panera LLC, et al.*, Case No. 23STCV09024, initiated on April
8 21, 2023, and currently pending in the Superior Court of the State of California, County of Los
9 Angeles. The “PAGA Action” means the related lawsuit wherein Plaintiff alleges civil penalties
10 under California Private Attorneys’ General Act of 2004, California Labor Code § 2698 et seq.,
11 against Defendant, captioned *Chan v. Panera LLC, et al.*, Case No. 23STCV21531, initiated on
12 October 21, 2023, and pending in Superior Court of the State of California, County of Los
13 Angeles. The Class Action and PAGA Action are collectively referred to as the “Actions.”

14 1.2. “Administrator” means Apex Class Action, LLC, the neutral entity Plaintiff has selected
15 to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
17 from the Gross Settlement Amount to reimburse its actual and direct fees and expenses
18 reasonably incurred for administering this Settlement in accordance with the Administrator’s
19 “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the
20 Settlement.

21 1.4. “Aggrieved Employees” means all individuals who performed work in any non-exempt
22 position for Defendant at any time from April 21, 2022 through October 22, 2024 (the “PAGA
23 Period”) in the State of California.

24 1.5. “Class” or “Settlement Class” means all individuals who performed work in any non-
25 exempt position for Defendant at any time from April 21, 2019 through October 22, 2024 (the
26 “Class Period”) in the State of California.

27 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
28 P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member’s 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 Class Members, if necessary.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from April 21, 2019 through October 22, 2024.

1.13. “Class Representative” means the named Plaintiff in the Class Action and PAGA Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Enhancement Payment” means the payment to the Class Representative for initiating the Class Action and PAGA Action and providing services in support of the Actions.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named Defendant Panera, LLC.

1.17. “Defense Counsel” means Marc P. Miles and Laura M. Booth from Shook,

Hardy & Bacon, LLP.

1.18. “Effective Date” means the latter of the following dates: (a) the Court has held a final approval hearing and entered a Final Approval Order and Judgement certifying the Settlement Class and approving the Settlement; and (b) the latter of the following events: (i) 65 calendar days following notice of entry of the Court’s Final Approval order, assuming no appeal or request for review is filed; or (ii) if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within 65 calendar days following notice of entry of the Court’s Final Approval Order, then 30 calendar days after when any appeal, writ, or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement and entering a Judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent mutual agreement of the Parties or order of the Court.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$6,000,000.00 (Six Million Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all applicable employer payroll taxes including the employer FICA, FUTA, and SDI contributions owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the

1 Net Settlement Amount calculated according to the number of Workweeks worked during the
2 Class Period.

3 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
4 the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
5 Period.

6 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

7 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
8 entitled, under Labor Code section 2699, subd. (i).

9 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties the Parties have agreed
10 to have paid to the LWDA under Labor Code section 2699, subd. (i).

11 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
12 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
13 Payment, Class Representative Enhancement Payment, Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment, and Administration Expenses Payment. In the event that
15 the Court reduces the Class Counsel Fees, Class Counsel Litigation Expenses, Administration
16 Expenses, or either increases or decreases the PAGA Penalties, the Net Settlement Amount shall
17 be increased or decreased accordingly. The remainder is to be paid to Participating Class
18 Members as Individual Class Payments.

19 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
20 Settlement Class by sending the Administrator a valid and timely Request for Exclusion.

21 1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Class
22 Action incorporating the PAGA claims from the PAGA Action.

23 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was
24 employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-
25 hire dates (as applicable), and termination dates (as applicable).

26 1.32. “PAGA Period” means the period from April 21, 2022 through October 22, 2024.

27 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

28 1.34. “PAGA Notice” means Plaintiff’s October 21, 2023, letter to Defendant and the LWDA,

1 providing notice pursuant to Labor Code section 2699.3 subd. (a).

2 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
3 Gross Settlement Amount (\$500,000.00), allocated 25% to the Aggrieved Employees (\$125,000)
4 and 75% to the LWDA (\$375,000.00) in settlement of PAGA claims.

5 1.36. "Participating Class Member" means a Class Member who does not submit a valid and
6 timely Request for Exclusion from the Settlement Class.

7 1.37. "Plaintiff," "Named Plaintiff," or "Class Representative" means ANGEL MEN CHAN,
8 the named Plaintiff in the Actions.

9 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
10 Settlement.

11 1.39. "Preliminary Approval Order" means the judicial Order to be entered by the Court
12 granting Preliminary Approval and Approval of PAGA Settlement.

13 1.40. "Released Class Claims" means the claims being released as described in Paragraphs 5.3.
14 5.4 and 5.5 below.

15 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.6
16 below.

17 1.42. "Released Parties" means: Defendant Panera, LLC, including each of its past, present, and
18 future parent companies, subsidiaries, affiliated and related companies, successors, and
19 predecessors, and assigns, as well as their respective past, present, and future owners, officers,
20 directors, employees, managers, agents, principals, representatives, administrators, accountants,
21 auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit
22 plans, and attorneys, both individually and in their official capacities, as well as all persons acting
23 by, through, under, or in concert with any of these persons or entities, and Beverly Nguyen
24 including her heirs, spouses, domestic partners, children, estates, trusts, successors, beneficiaries,
25 executors, administrators, trustees, conservators, guardians, assigns and representatives.

26 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be
27 excluded from the Settlement Class signed by the Class Member, postmarked on or before the
28 Response Deadline in the address set forth in the Notice. Requests for Exclusion must: (1) contain

1 the name, address, telephone number, last four digits, of the Class Member's Social Security
2 Number, and the signature of the Class Member requesting exclusion; (2) clearly state that the
3 Class Member does not wish to be included in the Settlement; (3) be returned by mail to the
4 Settlement Administrator at the specified address; and, (4) be postmarked on or before the
5 Response Deadline. The date of the postmark on the return mailing envelope shall be the
6 exclusive means to determine whether a Request for Exclusion has been timely submitted. A
7 Request for Exclusion will be timely only if made in accordance with the terms set forth herein
8 and postmarked by the Response Deadline. The Administrator shall provide any Requests for
9 Exclusion to Class Counsel and Defendant's counsel within three (3) business days of receipt, and
10 the Administrator shall attach the same to its declaration of due diligence it filed with the Court
11 prior to the final approval hearing. Any Class Member who timely requests exclusion in
12 compliance with these requirements: (i) will not have any rights under this Agreement with respect
13 to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will
14 not be entitled to receive any payments under this Agreement with respect to Class Claims; and
15 (iii) will not be bound by this Agreement, or the Judgment, with respect to the Class Claims. Any
16 Class Member who does not request exclusion from the Settlement, regardless of whether they
17 cash their settlement check, will be bound by the terms of the Settlement, including those
18 pertaining to Released Class Claims, Released Parties, as well as any Judgment that may be
19 entered by the Court if it grants final approval of the Settlement. Aggrieved Employees will
20 receive their share of the PAGA Settlement Payment and will be deemed to have released the
21 PAGA Released Claims regardless of whether they opt-out from the settlement of Class Claims.
22 Aggrieved Employees may not opt out or otherwise request exclusion from the settlement of
23 PAGA Claims. Class Members submitting a Request for Exclusion will nevertheless receive their
24 pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the
25 PAGA Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiff shall
26 serve a notice of settlement on the LWDA at or before the time Plaintiff files the motion for
27 preliminary approval.

28 1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator initially

1 mails Notice to Class Members and Aggrieved Employees and the last date on which Class
2 Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her
3 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been
4 returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the
5 Response Deadline has expired. The Response Deadline may be extended only as expressly
6 described herein.

7 1.45. "Settlement" means the disposition of the Class Action and PAGA Action effected by
8 this Agreement and the Final Order and Judgment.

9 1.46. "Workweek" means any week during which a Class Member was employed by Defendant
10 for at least one day in a non-exempt, hourly-paid position during the Class Period in California,
11 based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

12 **2. RECITALS**

13 2.1. On April 21, 2023, Plaintiff filed the putative Class Action complaint against Panera,
14 LLC and Beverly Nguyen in the Superior Court of California, County of Los Angeles, Case No.
15 23STCV09024 alleging the following causes of action: (1) Failure to Pay Overtime Wages; (2)
16 Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest
17 Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay
18 Wages; (8) Failure to Indemnify; and (9) Unfair Competition. In the Class Action, Plaintiff seeks
19 to represent a class of all current and former non-exempt employees who worked for Panera,
20 LLC at any time during the Class Period.

21 2.2. On October 21, 2023, Plaintiff filed the PAGA Action under the Private Attorneys
22 General Act of 2004 ("PAGA") against Defendant Panera, LLC in Superior Court of the State of
23 California, County of Los Angeles, Case No. 23STCV21531, asserting claims under California
24 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699.

25 2.3. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
26 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
27 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
28

1 2.4. In April 2024, the Parties participated in a mediation presided over by Mr. Michael
2 Dickstein. The Parties did not reach a resolution. On November 22, 2024, the Parties participated
3 in a second all-day mediation, also presided over by Mr. Dickstein which led to the Parties
4 reaching an agreement to settle the Actions.

5 2.5. As part of the Settlement, the Parties agreed to stipulate to Plaintiff filing a First Amended
6 Complaint in the Class Action to add all claims alleged in the PAGA Action, and thereafter
7 dismiss the PAGA Action without prejudice, thereby effectively consolidating the Class Action
8 and the PAGA Action.

9 2.6. The Court has not granted class certification. Solely for purposes of settling the Class
10 Action as set forth in this Agreement, Defendant will stipulate and agree that the Class Members
11 described herein who do not Request Exclusion from the Settlement Class may be conditionally
12 certified as a Settlement Class and that the Aggrieved Employees are appropriate for
13 representative treatment is and the foregoing is in no way an admission that class action
14 certification and/or representative treatment is proper and shall not be admissible in the Actions
15 or any other lawsuit except for the sole purposes of enforcing this Agreement.

16 2.7. Should, for whatever reason, the Settlement not become effective, the fact that the Parties
17 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and
18 shall not be admissible in connection with, the issue of whether the Class Members and/or the
19 Class Claims should be certified in a non-Settlement context in the Class Action or in any other
20 lawsuit. Defendant expressly reserves its right to oppose class certification, representative
21 treatment, and the substantive merits of these Actions and/or the Operative Complaint, and move
22 to re-assert arbitration proceedings, should Final Approval or the Effective Date not occur for
23 any reason.

24 2.8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
25 claims alleged in the Actions and/or the Operative Complaint, and Defendant further denies that,
26 for any purpose other than settling these Actions, the Actions are appropriate for class or
27 representative treatment. With respect to Plaintiff's claims, Defendant contends, among other
28 things, that Plaintiff and the Class Members have been paid proper wages, have been provided

1 compliant meal periods, have been provided compliant rest periods, have been paid timely wages
2 upon separation from employment, and have been provided with accurate itemized wage
3 statements. Defendant contends, among other things, that it has complied at all times with the
4 California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission.
5 Furthermore, with respect to all claims, Defendant contends that it has complied at all times with
6 the California Business and Professions Code.

7 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
8 other pending matter or action asserting claims that will be extinguished or affected by the
9 Settlement other than the following two matters:

10 a. *Selene Ramirez v. Panera, LLC*, filed in the Superior Court of California, County of San
11 Joaquin, on July 3, 2024, Case No. STK-CV-2024-7855 asserting the following causes of action:
12 (1) Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198; (2) Failure
13 to Pay all Wages and Minimum Wages in Violation of Labor Code sections 221, 223, 1182,
14 1194, 1197, and 1198; (3) Failure to Provide Compliant Meal Periods in Violation of Labor Code
15 sections 226.7, 512, 516 and 1198; (4) Failure to Provide Compliant Rest Breaks in Violation of
16 Labor Code sections 226.7, 516, and 1198; (5) Failure to Reimburse Business Expenses in
17 Violation of Labor Code section 2802; (6) Failure to Furnish Accurate, Itemized Wage
18 Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records
19 in Violation of Labor Code 1174.5; and (7) Violations of Business & Professions Code section
20 17200, *et seq.*, all of which are completely subsumed by the Chan Class Action, and the matter
21 of *Selene Ramirez v. Panera, LLC* filed in the Los Angeles Superior Court, on January 2, 2025,
22 Case No. 25STCV00178, asserting Civil Penalties Pursuant to PAGA Labor Code sections 2698,
23 *et seq.*, all of which are subsumed by the Chan PAGA Action; and

24 b. *Jared Waggoner v. Panera, LLC, Panera Bread Company, et al.*, filed in the Superior
25 Court of California, County of Riverside, on January 23, 2025, Case No. CVRI2500338,
26 asserting the following causes of action: (1) Failure to Pay the Legal Minimum Wage (Labor
27 Code sections 218, 1194, 1197, 1182.11, 1182.12; IWC Wage Order(s)); (2) Failure to Timely
28 Pay Earned Wages (Labor Code sections 204 and 210); (3) Failure to Provide Meal and Rest

Periods (Labor Code sections 512, 226.7; IWC Wage Order(s)); (4) Failure to Provide Accurate Itemized Wage Statements (Labor code section 226.2; OWC Wage Order(s)); (5) Failure to Pay All Earned and Unpaid Wages Upon Discharge or Resignation, Waiting Time Penalties (Labor Code sections 201-203; IWC Wage Order(s)); and (6) Unfair Business Practices (Bus. & Prof. Code, all of which are subsumed by the Chan Class Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. In consideration for settlement of the Actions and the Release described in Paragraph 5 and its subparts herein, Defendant promises to pay \$6,000,000.00 as the maximum Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment.

3.2. Non-reversionary Settlement. None of the Gross Settlement Amount will revert to Defendant. Settlement Class Members who do not submit timely and valid Requests for Exclusion are entitled to 100% of the Net Settlement Amount. Distributions, in the form of Settlement Class Payments to Settlement Class Members, will be made directly to each Settlement Class Member. If there are timely submitted Requests for Exclusion, the Administrator shall proportionately increase the individual Settlement Class Payment for each Settlement Class Member so that the amount distributed to Settlement Class Members equals 100% of the Net Settlement Amount.

3.3. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3.1. To Plaintiff: Class Representative Enhancement Payment to Plaintiff Chan in the amount of \$7,500.00, in addition to any Individual Class Payment and any Individual

PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. Plaintiff shall not request exclusion from or object to the Settlement. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, Plaintiff shall not have the right to revoke this Agreement, and the Administrator will retain the remainder in the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payment. The Administrator will pay the Class Representative Enhancement Payment and will issue IRS Form 1099 to Plaintiff. Plaintiff assumes full responsibility and liability for any applicable employee taxes owed on the Class Representative Enhancement Payment. Plaintiff will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. In exchange for the Class Representative Enhancement Payment, Plaintiff hereby agrees to the Release set forth in Paragraph 5 and its subparts herein, agrees not to publicize the Settlement beyond what is required or expressly approved by the Court, as described in Paragraph 12.2, herein. In the event of any appeal of the amount of the Class Representative Enhancement Payment (if any) approved by the Court, if, after the exhaustion of any such appellate review, there are additional amounts not awarded to Plaintiff, such amounts shall be added to the Net Settlement Amount to be distributed to the Settlement Class Members.

3.3.2. To Class Counsel: In consideration for the settlement of the Actions and the Release described in Paragraph 5 and its subparts herein, Defendant will not oppose Class Counsel's application to the Court for a Class Counsel Fees Payment of not more than thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$2,100,000.00

and a Class Counsel Litigation Expenses Payment of not more than \$100,000.00. Defendants will not oppose requests for these payments. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Plaintiff and/or Class Counsel shall file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. The ultimate amount of any award of attorney's fees and litigation costs is to be determined by the Court, and Defendant is not agreeing to pay any specific amount(s) other than the amount(s) awarded by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no obligation to pay Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.3.3. To the Administrator: An Administrator Expenses Payment not to exceed

\$96,990.00, 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 \$96,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks as calculated by the Administrator using the Class List and Data provided by Defendant. The Class Payments will be paid out of the Net Settlement Amount.

3.3.4.1. *Tax Allocation of Individual Class Payments*. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims subject to all applicable federal, state and local withholdings (the "Wage Portion"). The Administrator will issue to each Participating Class Member an IRS W-2 Form and comparable state forms with respect to the Wage Portions . The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties from which no taxes will be withheld (the "Non-Wage Portion"). The Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the portion allocated to settlement of claims for civil penalties, interest and other non-wage claims. Participating Class Members assume full responsibility and liability for any employee taxes owed on any payments received in connection with the Settlement.

3.3.4.2. *Effect of Non-Participating Class Members on Calculation of Individual Class Payments*. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.3.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

1 \$500,000.00 to be paid from the Gross Settlement Amount, with 75% (\$370,000.00)
2 allocated to the LWDA PAGA Payment and 25% (\$125,000.00) allocated to the
3 Individual PAGA Payments. The PAGA Payment will be paid out of the Net Settlement
4 Amount.

5 3.3.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
6 dividing the amount of the Aggrieved Employees' 25% share of PAGA
7 Penalties (\$125,000.00) by the total number of PAGA Period Pay Periods
8 worked by all Aggrieved Employees during the PAGA Period and (b)
9 multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
10 Aggrieved Employees assume full responsibility and liability for any taxes
11 owed on their Individual PAGA Payment.

12 3.3.5.2. If the Court approves PAGA Penalties of less than the amount requested,
13 the Administrator will allocate the remainder to the Net Settlement Amount.
14 The Administrator will report the Individual PAGA Payments on IRS 1099
15 Forms.

16 **4. SETTLEMENT FUNDING AND PAYMENTS**

17 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date,
18 Defendant estimates there are 18,363 Class Members who collectively worked a total of no more
19 than 997,857 Workweeks, and 9,741 Aggrieved Employees who worked a total of 250,548
20 PAGA Pay Periods.

21 4.2. Class Data. Not later than 7 calendar days after the Court grants Preliminary Approval
22 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in
23 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
24 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
25 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
26 employees who need access to the Class Data to effect and perform under this Agreement.
27 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
28 Data omitted class member identifying information and to provide corrected or updated Class

1 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
2 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
3 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
4 omitted Class Data.

5 4.3. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
6 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
7 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
8 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
9 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
10 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
11 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
12 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
13 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
14 CIRCULAR 230 (31 CFR PART 10, AS AMENDED; (2) THE ACKNOWLEDGING PARTY
15 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, THEIR, OR ITS OWN, INDEPENDENT
16 LEGAL AND TAX COUNSEL FOR ADVICE, (B) HAS NOT ENTERED INTO THIS
17 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
18 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
19 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
20 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
21 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
22 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
23 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
24 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
25 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
26 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
27 CONTEMPLATED BY THIS AGREEMENT.

28 4.4. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement

1 Amount by transmitting the funds into an account created by the Administrator, and also fund
2 the amounts necessary to fully pay Defendant's share of payroll taxes as calculated by the
3 Administrator, no later than fourteen (14) business days after the Effective Date. Upon
4 Defendant's transfer of the Gross Settlement Amount and its share of employer payroll taxes,
5 Defendant, the Released Parties and Defendant's Counsel shall have no further monetary liability
6 or financial responsibility to Class Counsel, Plaintiff, Class Members, Administrator or any
7 vendors or third parties employed by Plaintiff, Class Counsel, and/or the Administrator in
8 connection with the Actions. Defendant shall not be obligated to make any payments
9 contemplated by this Agreement unless and until the Court enters the Final Approval Order and
10 Final Judgment, and after the Effective Date of the Agreement.

11 4.5. Within 7 business days after Defendant funds the Gross Settlement Amount, the
12 Administrator will mail each Class Member their share of the Settlement for all Individual Class
13 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
14 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
15 Payment, and the Class Representative Enhancement Payment. Disbursement of the Class
16 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
17 Representative Enhancement Payment shall not precede disbursement of Individual Class
18 Payments, and the Individual PAGA Payments.

19 4.5.1. The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members via First Class U.S.
21 Mail, postage prepaid. The face of each check shall prominently state the date (not less
22 than 180 calendar days after the date of mailing) when the check will be voided. The
23 Administrator will cancel all checks not cashed by the void date. The Administrator
24 will send checks for Individual Settlement Payments to all Participating Class Members
25 (including those for whom Class Notice was returned undelivered except as provided in
26 section 4.5.2 below). The Administrator will send checks for Individual PAGA
27 Payments to all Aggrieved Employees including Non-Participating Class Members who
28 qualify as Aggrieved Employees (including those for whom Class Notice was returned

undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment in each installment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Class Member notifies the Administrator that he/she/they believe that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and is uncashed, requested by the Class Member prior to the void date.

4.5.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund.

4.5.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will

1 not affect any rights, contributions, or amounts to which any Class Member or PAGA
2 Employee may be entitled (if any) under any benefit plans, and that the Class Members
3 and Aggrieved Employees are not entitled to any new or additional compensation or
4 benefits as a result of having received the Settlement Payments (notwithstanding any
5 contrary language or agreement in any benefit or compensation plan document that
6 might have been in effect during the period covered by this Settlement).

7 4.6. All Settlement Class Payments to individual Class Members and PAGA
8 Settlement Payments to individual Aggrieved Employees shall be deemed to be paid to such
9 Class Members and Aggrieved Employees solely in the year in which such payments actually
10 are received by the Class Members and Aggrieved Employees.

11 4.7. Disputes Regarding Class Data. Class Members may dispute their Workweeks
12 and/or PAGA Pay Periods if they feel they were employed more workweeks in the Class Period
13 and/or PAGA Pay Periods in California than Defendant's records show by timely submitting
14 evidence to the Administrator. Each Class Member is responsible for maintaining a copy of any
15 documents sent to the Administrator and a record of proof of mailing. Defendant's records will
16 be presumed determinative absent reliable evidence to rebut Defendant's records, but the
17 Administrator will evaluate the evidence submitted by the Class Member and provide the
18 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
19 faith about the evidence to determine the Class Member's actual number of Workweeks and/or
20 PAGA Pay Periods and estimated share of the Net Settlement Amount. If Class Counsel and
21 Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement
22 Administrator to render a final decision, subject to Court approval. Class Members will have
23 until the Response Deadline to dispute Workweeks and/or PAGA Pay Periods. Information and
24 documents submitted after the expiration of the Response Deadline will not be considered by the
25 Administrator, unless otherwise agreed to by the Parties. In the event that the Administrator
26 increases the number of Workweeks and/or PAGA Pay Periods for any Class Member, then the
27 Administrator will recalculate each Class Member's share of the Net Settlement Amount;
28 accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

1 **5. RELEASE OF CLAIMS**

2 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
3 and on the date after Defendant fully funds the Gross Settlement Amount and all employer
4 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
5 Members, and Class Counsel will release claims against all Released Parties as follows:

6 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, domestic
7 partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns generally, forever completely release and discharge
9 Released Parties from all claims, charges, liabilities, transactions, obligations, agreements,
10 contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
11 debts and expenses (including for back wages, statutory penalties, civil penalties, liquidated
12 damages, exemplary damages, interest, attorney's fees, and costs) of any nature whatsoever, from
13 the beginning of time through the execution of this Agreement, whether known or unknown,
14 suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out
15 of, based upon, or relating to Plaintiff's employment with Defendant or the renumeration for or
16 termination of such employment (collectively, the ("Plaintiff's Release")). Plaintiff's Release
17 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
18 benefits, unemployment benefits, disability benefits, social security benefits, workers'
19 compensation benefits that arose at any time, or based on occurrences outside the Class Period,
20 or any other claim which cannot be legally waived. Plaintiff acknowledges that Plaintiff may
21 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
22 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
23 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

24 5.2. Plaintiff hereby agrees not to bring or participate in any class or collective action against
25 Defendant or any Released Party that asserts, in whole or in part, any claims that arose before
26 she signed this Agreement, whether or not such claims (if brought by her individually) are
27 released by this Agreement. Nothing in this Agreement prevents Plaintiff from reporting possible
28 violations of federal or state law or regulation to the government, including but not limited to the

1 EEOC, Department of Justice, Securities and Exchange Commission, Congress, and any agency
2 inspector general, or filing a charge with or participating in an investigation or proceeding
3 conducted by the EEOC or a comparable state or local agency (collectively, any such activity shall
4 be referred to as a “Government Report”). However, by signing this Agreement, Plaintiff
5 understands and agrees that she is waiving the right to receive any award of monetary or other
6 benefits or any other legal or equitable relief whatsoever, including but not limited to payment
7 for attorney’s fees, costs or disbursements, resulting from any such proceeding by Plaintiff,
8 anyone else on her behalf, or otherwise, unless this Agreement is invalidated. Plaintiff agrees to
9 waive such personal relief even if it is sought on her behalf by an agency, a governmental
10 authority, or a person claiming to represent her and/or any member of a class.

11 5.2.1. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
12 purposes of Plaintiff’s Release only, Plaintiff expressly waives and relinquish the
13 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
14 which reads:

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

20 5.3 Release of Class Claims. Upon the Effective Date of this Settlement, Plaintiff and
21 each Class Member, for themselves and their respective former and present spouses, domestic
22 partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns will fully and finally forever release and discharge
24 Defendant and all Released Parties from the Released Class Claims including any and all claims,
25 causes of action, demands, damages, or liabilities arising at any time during the Class Period that
26 were pled or which could have been pled based on the factual allegations contained in the
27 Operative Complaint, including but not limited to claims for: (i) failure to pay overtime wages
28 in violation of Labor Code §§ 226.2, 510, 1194 and 1199; (ii) failure to pay minimum wages in

violation of Labor Code §§ 218.6, 1194, 1194.2, 1197 and 1199 and C.C.P. §§ 1021.5 and 1032; (iii) failure to authorize and provide meal periods in violation of Labor Code §§ 226.7 and 512; (iv) failure to authorize and permit rest breaks in violation of Labor Code §§ 226 and 226.7; (v) failure to timely pay final wages at termination in violation of Labor Code §§ 201-203 and 218.6; (vi) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (vii) failure to pay timely wages during employment in violation of Labor Code §§ 204, 210, and 218.6; (viii) failure to indemnify necessary business expenses in violation of Labor Code §§ 2802; and (ix) unfair business practices in violation of Cal. Business & Professions Code §§ 17200 arising from the Labor Code violations at issue in the operative pleading in the Class Action (collectively, the “Released Claims”). The Released Claims include all types of relief available for the Released Claims, including without limitation any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any such Released Claims if raised in the future. Each Class Member will be deemed to have made this Release as if by manually signing it. The Notice will advise all Class Members of the binding nature of this Release and such Notice shall have the same force and effect as if the Agreement were executed by each Settlement Class Member.

5.4 Binding Effect on Class Members. Except for those Class Members who timely submit a Request for Exclusion as set forth in Paragraph 7.5 herein, all Class Members will: (i) be deemed to be Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the Release set forth herein, regardless of whether they cash, deposit or negotiate their settlement checks within the 180-day period; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

5.5 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social

1 security, workers' compensation, or claims based on facts occurring outside the Class Period.

2 **5.6 Release of PAGA Claims:** Upon the Effective Date of this Settlement, Plaintiff, the LWDA

3 and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, and

4 each PAGA Employee, for themselves and their respective former and present spouses,

5 domestic partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys,

6 heirs, administrators, successors, and assigns forever completely release and discharge the

7 Released Parties from any and all claims, causes of action, demands, damages, or liabilities

8 arising at any time during the PAGA Period which were pled or which could have been pled

9 based on the factual allegations contained in the PAGA Notice submitted by Plaintiff on

10 October 21, 2023 and the Operative Complaint for any relief available under PAGA in

11 connection with said claims, including, without limitation, for civil penalties, attorney's fees

12 and costs. Each PAGA Employee and the LWDA will be deemed to have made this Release

13 as if by manually signing it, whether they timely submit a Request for Exclusion from the

14 Settlement Class or not. The Notice will advise all Aggrieved Employees of the binding

15 nature of this Release and such Notice shall have the same force and effect as if the

16 Agreement were executed by each Aggrieved Employee. This Agreement may be pleaded by

17 any Released Party as a full and complete defense to and may be used as the basis for an

18 injunction against, any action, suit, or other proceeding that has been or may be instituted,

19 prosecuted, or attempted, asserting any Released PAGA Claim. The Release of PAGA

20 Released Claims will therefore be binding upon all Aggrieved Employees, regardless of

21 whether they cash, deposit, or negotiate their settlement checks within the 180-day period.

22 **6. MOTION FOR PRELIMINARY APPROVAL**

23 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion

24 for Preliminary Approval") that complies with the Court's current checklist for Preliminary

25 Approvals.

26 6.1. Within 7 calendar days of full execution of this Agreement, Defendant will prepare and

27 deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all

28 facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres

1 Recipient.

2 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
3 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
4 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
5 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
6 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
7 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
8 declaration from the Administrator attaching its "not to exceed" bid for administering the
9 Settlement and attesting to its willingness to serve; competency; operative procedures for
10 protecting the security of Class Data; amounts of insurance coverage for any data breach,
11 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
12 interest with Class Members; and the nature and extent of any financial relationship with
13 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
14 willingness and competency to serve and disclosing all facts relevant to any actual or potential
15 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
16 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
17 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
18 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
19 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
20 with Class Members and the Administrator.

21 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
22 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
23 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
24 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
25 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
26 Administrator.

27 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
28 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. Plaintiff has selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC 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 purposes of calculating payroll tax withholdings and providing reports 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 U.S. Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class United States Postal Service ("USPS") mail no later than 14 calendar days after receiving the Class Data. The Notice shall be translated into Spanish so that Spanish and English language versions of the Notice are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Administrator to forward the Notices to the Class Members.

7.4.2. No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state the
2 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
3 Class Data.

4 7.4.3. The first page of the Class Notice shall prominently estimate the dollar amounts of
5 any Individual Class Payment and/or Individual PAGA Payment payable to the Class
6 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
7 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
8 Member addresses using the National Change of Address database.

9 7.4.4. Not later than three (3) business days after the Administrator's receipt of any Class
10 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
11 Notice using any forwarding address provided by the USPS. If the USPS does not
12 provide a forwarding address, the Administrator shall conduct a Class Member Address
13 Search, and re-mail the Class Notice to the most current address obtained. The
14 Administrator has no obligation to make further attempts to locate or send Class Notice
15 to Class Members whose Class Notice is returned by the USPS a second time.

16 7.4.5. It will be conclusively presumed that if an envelope has not been returned within
17 thirty (30) calendar days of the mailing, that the Class Member received the Notice.

18 7.4.6. The deadlines for Class Members' written objections, Challenges to Workweeks
19 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15
20 calendar days beyond the 45 calendar days otherwise provided in the Class Notice for
21 all Class Members whose notice is re-mailed. The Administrator will inform the Class
22 Member of the extended deadline with the re-mailed Class Notice.

23 7.4.7. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
24 discovers any persons who believe they should have been included in the Class Data
25 and should have received Class Notice, the Parties will expeditiously meet and confer,
26 in good faith, in an effort to agree on whether to include them as Class Members. If the
27 Parties agree, such persons will be Class Members entitled to the same rights as other
28 Class Members, and the Administrator will send, via email or overnight delivery, a Class

1 Notice requiring them to exercise options under this Agreement not later than 15
2 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice,
3 which ever are later.

4 7.5. Requests for Exclusion (Opt-Outs).

5 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
6 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
7 not later than 45 calendar days after the Administrator mails the Class Notice (plus an
8 additional 15 calendar days for Class Members whose Class Notice is re-mailed). A
9 Request for Exclusion is a letter from a Class Member or his/her representative, signed
10 by the Class Member, that reasonably communicates the Class Member's election to be
11 excluded from the Settlement and includes the Class Member's name, signature, the last
12 four digits of their Social Security Number, address, and email address or telephone
13 number. To be valid, a Request for Exclusion must be timely postmarked by the
14 Response Deadline.

15 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
16 fails to contain all the information specified in the Class Notice. The Administrator
17 shall accept any Request for Exclusion as valid if the Administrator can reasonably
18 ascertain the identity of the person as a Class Member and the Class Member's desire
19 to be excluded. The Administrator's determination shall be final and not appealable or
20 otherwise susceptible to challenge. If the Administrator has reason to question the
21 authenticity of a Request for Exclusion, the Administrator may demand additional proof
22 of the Class Member's identity. The Administrator's determination of authenticity shall
23 be final and not appealable or otherwise susceptible to challenge.

24 7.5.3. Every Class Member who does not submit a timely and valid Request for
25 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
26 to all benefits and bound by all terms and conditions of the Settlement, including the
27 Participating Class Members' Releases under Paragraphs 5.3, 5.4 and 5.5 of this
28 Agreement, regardless whether the Participating Class Member actually receives the

Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.6 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 15 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the Class Action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Enhancement Payment. Aggrieved Employees may not object to the Settlement with respect to the PAGA Claims.

1 7.7.2. Participating Class Members may send written objections to the Administrator, by
2 mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
4 A Participating Class Member who elects to send a written objection to the
5 Administrator must do so not later than 45 calendar days after the Administrator's
6 mailing of the Class Notice (plus an additional 15 calendar days for Class Members
7 whose Class Notice was re-mailed). The written objection should contain sufficient
8 information to confirm the identity of the Objecting Class Member and the basis of the
9 objection, including (1) the full name of the Objecting Class Member; (2) the signature
10 of the Objecting Class Member; (3) the grounds for the objection, as well as any
11 documentation or evidence in support thereof; and (4) if the Objecting Class Member is
12 represented by counsel, the name and address of his/her/their counsel. Any objection
13 must be postmarked within the Response Deadline to permit adequate time for
14 processing and review by the Parties of the written statement or objection. Any Class
15 Member who files an objection remains eligible to receive his/her/their share of the
16 Settlement Class Payment. If a Class Member timely submits both an objection and a
17 Request for Exclusion, the objection will be considered invalid. Neither Plaintiff nor
18 Defendant shall be responsible for any fees, costs, or expenses incurred by any Class
19 Member and/or his/her/their counsel related to any objections to the Settlement.

20 7.7.3. Non-Participating Class Members have no right to object to any of the class action
21 components of the Settlement.

22 7.7.4. Failure to Object. Any Class Member who does not object prior to or at the Final
23 Approval Hearing will be deemed to have waived any objections and will be foreclosed
24 from making objections (whether at the Final Approval hearing, by appeal, or otherwise)
25 to the Settlement. If the Objecting Class Member does not formally intervene in the
26 action or move to set aside any judgment and/or the Court rejects the Objecting Class
27 Member's objection, the Objecting Class Member will still be bound by the terms of
28 this Agreement and waives any and all rights to appeal from the Judgment, including all

rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

7.7.5. Responses to Objections. Class Counsel and Defense Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the Final Approval Hearing, file responses to any written objections submitted to the Court.

7.7.6. Opt-In to Release Under Fair Labor Standards Act. Class Members will be advised that they will opt into a settlement of claims for unpaid compensation under the Fair Labor Standards Act (“FLSA”) by cashing, depositing, or otherwise negotiating the check for their Settlement Class Payment. This will be set forth in the Notice.

7.8. Administrator Duties. Subject to the Court’s approval, Plaintiff has selected Apex Class Action, LLC to perform the duties of Administrator. 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 including mailing the Notice in English and Spanish to the Class Members, independently reviewing and verifying documentation associated with any Requests for Exclusion and objections, resolving any disputes regarding the calculation or application of the formula for determining each Class Member’s Settlement Payment, establishing QSF, drafting and mailing the settlement checks to Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. The Administrator shall also be responsible for: (a) calculating each Class Member’s Settlement Payment and withholding from the same; (b) remitting to applicable government agencies sufficient amounts, if any, as may be owed by Class Members for applicable employee taxes; (c) calculating the employer’s share of payroll taxes due; (d) remitting such payroll taxes to the appropriate taxing authorities; (e) issuing to Plaintiff, Class Members and Class Counsel any Forms W-2, Forms 1099 and/or other tax forms as may be required by law for all amounts paid pursuant to this Agreement; (f) setting up all necessary tax accounts; (g) preparing and sending all tax notices, and (h) forwarding all payroll taxes, notices, and penalties to the appropriate

1 government authorities.

2 7.8.1. The Administrator will provide the following information for the Class Members
3 and Aggrieved Employees in the Notice including the date, time and location for the
4 Final Approval Hearing and copies of the Settlement Agreement, and information
5 regarding the Motion for Preliminary Approval, the Preliminary Approval, the Class
6 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
7 Class Counsel Litigation Expenses Payment and Class Representative Enhancement
8 Payment, the Final Approval and the Judgment.

9 7.8.2. The Administrator will independently review the Workweeks attributed to each
10 Class Member and PAGA Pay Periods attributed to each Aggrieved Employee, and will
11 calculate the estimated amounts due to each Class Member and each Aggrieved
12 Employee, as well as the actual amounts due to each Class Member in accordance with
13 this Settlement. The Administrator shall report, in summary or narrative form, the
14 substance of its findings.

15 7.8.3. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
16 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
17 Not later than 5 business days after the expiration of the deadline for submitting
18 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
19 Defense Counsel containing (a) the names and other identifying information of Class
20 Members who have timely submitted valid Requests for Exclusion (“Exclusion List”);
21 (b) the names and other identifying information of Class Members who have submitted
22 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement
23 submitted (whether valid or invalid).

24 7.8.4. Weekly Reports. The Administrator must, on a weekly basis, provide written
25 reports to Class Counsel and Defense Counsel that, among other things, tally the number
26 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
27 Exclusion (whether valid or invalid) received, objections received, challenges to
28 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for

Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.5. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.6. Administrator’s Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.7. Final Report by Settlement Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.8. Any and all disputes relating to the Administrator’s performance of its duties shall

1 be referred to the Court, if necessary, which will have continuing jurisdiction pursuant
2 to California Code of Civil Procedure section 664.6 over the terms and conditions of
3 this Settlement until all payments and obligations contemplated by this Settlement have
4 been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties
5 will confer in good faith to resolve the dispute without the necessity of Court
6 intervention.

7 7.8.9. Without prejudice to any other remedies, the Administrator shall agree to be
8 responsible for any breach of its obligations (whether committed by the Administrator
9 or its agents) and to indemnify and hold the Parties and their counsel harmless from and
10 against all liabilities, claims, causes of action, costs and expenses (including legal fees
11 and expenses) arising out of any breach committed by the Administrator or its agents.

12 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

13 Based on its records, Defendant estimates that, as of October 22, 2024, (1) there are
14 18,363 Class Members and no more than 997,857 Total Workweeks during the Class Period, and
15 (2) there are 9,741 Aggrieved Employees who worked 250,548 Pay Periods during the PAGA
16 Period.

17 8.1 Increase in Workweeks. Defendant represents that there are no more than 997,857
18 Workweeks worked during the Class Period. In the event the number of Workweeks worked
19 increases by more than 10%, or an additional 99,785 Workweeks worked, then the Gross
20 Settlement Amount shall be increased proportionally by the Workweeks worked in excess of
21 1,097,732 (997,857 + 99,785) multiplied by the Workweek Value. The Workweek Value shall
22 be calculated by dividing the Gross Settlement Amount by 997,857. The Parties agree that the
23 Workweek Value amounts to, and the settlement amounts to, \$6.01 per Workweek (\$6,000,000
24 / 997,857 Workweeks). Thus, for example, should there be 1,100,000 Workweeks in the Class
25 Period, then the Gross Settlement Amount shall be increased by \$13,630.68. ((1,100,000
26 Workweeks – 1,047,749 Workweeks) x \$6.01/Workweek.)).

27 **9. MOTION FOR FINAL APPROVAL**

28 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for

1 final approval of the Settlement that includes a request for approval of the PAGA settlement
2 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
3 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
4 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
5 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
6 any disagreements concerning the Motion for Final Approval.

7 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
8 by a Participating Class Member, including the right to file responsive documents in Court no
9 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
10 accepted by the Court.

11 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope of
13 release to be granted by Class Members), the Parties will expeditiously work together in good
14 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
15 Approval. The Court’s decision to award less than the amounts requested for the Class
16 Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment, and Administrator Expenses Payment shall not constitute a material
18 modification to the Agreement within the meaning of this paragraph.

19 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Actions and/or Operative Complaint, and the
21 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
22 settlement administration matters, and (iii) addressing such post-Judgment matters as are
23 permitted by law.

24 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
26 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
27 respective counsel, and all Participating Class Members who did not object to the Settlement as
28 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to

1 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
2 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
3 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
4 Parties' obligations to perform under this Agreement will be suspended until such time as the
5 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
6 the amount of the Net Settlement Amount.

7 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
8 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
9 modification of this Agreement (including, but not limited to, the scope of release to be granted
10 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
11 expeditiously work together in good faith to address the appellate court's concerns and to obtain
12 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
13 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
14 the Court's award of the Class Representative Enhancement Payment or any payments to Class
15 Counsel shall not constitute a material modification of the Judgment within the meaning of this
16 paragraph, as long as the Gross Settlement Amount remains unchanged.

17 **10. AMENDED JUDGMENT**

18 10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the
19 Parties will work together in good faith to jointly submit a proposed amended judgment.

20 **11. NULLIFICATION AND TERMINATION**

21 11.1 This Settlement will be null and void if any of the following occur: (a) the Court should
22 for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason
23 fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties,
24 other than adjustments made to the attorney's fees and costs or granting of the Class
25 Representative Enhancement Payment; (c) the Court should for any reason fail to enter the Final
26 Judgment; (d) the Final Judgment is reversed, modified, or declared or rendered void; or (e) the
27 Effective Date does not occur for any reason. Notwithstanding, the Parties agree to cooperate in
28 addressing all Court concerns, including, but not limited to, amending this Agreement as is

1 mutually acceptable to the Parties. Should the Parties disagree on addressing the Court's
2 concerns, the Parties agree that they shall seek guidance from the mediator, Michael Dickstein.

3 11.2 At Defendant's sole discretion, it shall have the right to withdraw from or rescind the
4 Settlement Agreement at any time prior to Final Approval if: (a) 5% or more of all Class Members
5 submit valid and timely Requests for Exclusion, provided that Defendant exercises this right of
6 rescission, in writing, to Class Counsel within fifteen (15) calendar days after time period for
7 Class Members to opt-out has closed and the Administrator notifies the Parties of the total
8 number of Requests for Exclusion; (b) the Settlement is construed by the Court in such a fashion
9 that Defendant would be required to pay more than the Gross Settlement Amount, as escalated
10 pursuant to this Agreement; (c) the Court does not approve the Settlement despite the Parties best
11 efforts to effectuate that approval; (d) the Court does not certify the Settlement Class, does not
12 certify a class releasing the claims set forth herein, or otherwise makes an order inconsistent with
13 any of the terms of the Settlement Agreement; (e) Plaintiff or Class Counsel breach any term in
14 the Settlement Agreement, or (f) the LWDA or any other state or governmental agency seeks to
15 intervene or commences an enforcement action. In the event Defendant withdraws, rescinds, or
16 terminates the Settlement Agreement, Defendant shall be responsible for any costs incurred by
17 the Administrator for the settlement administration.

18 11.3 The Parties enter into this Agreement on a conditional basis. If the Court does not enter
19 the Final Approval Order and Judgment or the Effective Date does not occur, this Agreement
20 shall be deemed null and void *ab initio*, and shall be of no force or effect whatsoever, the Parties
21 shall be returned to their respective positions as if no settlement had been contemplated, and no
22 party may use the fact that the Parties agreed to settle, or the terms provided herein as an
23 admission, as evidence, or for any other purpose, including, without limitation, to prove any
24 liability or the amount of any sum allegedly owed by any party.

25 11.4 In the event this Settlement is nullified or terminated as provided above: (i) this
26 Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
27 negotiations or proceedings shall have any force or effect and no party shall be bound by any of
28 its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice,

as if the Settlement had been neither entered into nor filed with the Court. Plaintiff and Class Counsel agree that Defendant retains and reserves all rights to challenge all causes of action alleged in the Actions upon all procedural and factual grounds, as well as asserting any and all other potential defenses and/or privileges.

11.5 If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

11.6 If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification 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 Actions or Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions or Operative Complaint have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions and Operative Complaint, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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).

12.2. Confidentiality and Publicity. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person

1 to disclose, disseminate or publicize, any of the terms, conditions and/or details of the Settlement
2 or the Agreement directly or indirectly, the negotiations leading up to the Settlement and/or the
3 amount paid in the Settlement unless compelled to do so by law except to effectuate the
4 Settlement, to ensure approval of the Settlement and/or in communication with the Class
5 Members, except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
6 instructed to keep this Agreement confidential; (2) to the extent necessary to report income to
7 appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to
8 an inquiry or subpoena issued by a state or federal government agency. From and after the filing
9 of the Motion for Preliminary Approval of the Settlement, in regard to any communication
10 concerning the status, resolution and/or settlement of the Actions, Plaintiff and Class Counsel,
11 and each of them shall not make any statement about the Class Action Complaint, the PAGA
12 Action Complaint, the Operative Complaint, the Settlement, the Class Action and/or the PAGA
13 Action in the media or in any public forum (live or recorded), including but not limited to print,
14 video, television, radio or Internet, in any fashion that would identify Defendant, except to correct
15 any misstatements that may otherwise be published or to state that the Actions and/or Operative
16 Complaint have been resolved and that Plaintiff and Class Counsel are satisfied with the
17 Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties
18 and obligations to faithfully discharge their duties as Class Counsel, including but not limited to,
19 communicating with the Class Members regarding the Settlement and identifying the Settlement
20 for purposes of demonstrating adequacy as Class Counsel, among others. Each Party agrees to
21 immediately notify the other Party via email to their respective counsel of record (for Plaintiff:
22 David Bibiyan david@tomorrowlaw.com and Vedang J. Patel vedang@tomorrowlaw.com; for
23 Defendant: Laura Booth lbooth@shb.com) of any judicial or agency order, inquiry or subpoena
24 seeking information.

25 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
27 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
28 ability to communicate with Class Members in accordance with Class Counsel's ethical

obligations owed to Class Members.

12.4. 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.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

12.6. 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 a mediator and/or the Court for resolution.

12.7. 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.

12.8. No Tax Advice. Neither Plaintiff, Class 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.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly

1 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
2 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
3 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
4 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
5 the use of signatures previously provided by the Parties.

6 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
7 the benefit of, the successors of each of the Parties.

8 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
9 governed by and interpreted according to the internal laws of the State of California, without
10 regard to conflict of law principles.

11 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
12 this Agreement. This Agreement will not be construed against any Party on the basis that the
13 Party was the drafter or participated in the drafting.

14 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
15 during the pendency of the Actions or Operative Complaint and in this Agreement relating to the
16 confidentiality of information shall survive the execution of this Agreement.

17 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
18 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
19 in connection with the mediation, other settlement negotiations, or in connection with the
20 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
21 be used in any way that violates any existing contractual agreement, statute, or rule of court.

22 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
23 inserted for convenience of reference only and does not constitute a part of this Agreement.

24 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
25 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
26 weekend or federal legal holiday, such date or deadline shall be on the first business day
27 thereafter.

28 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts

by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18. 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 C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:



Angel Men Chan (Apr 23, 2025 16:06 PDT)

Plaintiff, ANGEL MEN CHAN

For Defendant, PANERA, LLC

AGREED AS TO FORM ONLY:



DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff

MARC P. MILES
LAURA M. BOOTH
Counsel for Defendants Panera, LLC and Beverly
Nguyen

by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18. 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 C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:


Angel Men Chan (Apr 23, 2025 16:06 PDT)

Plaintiff, ANGEL MEN CHAN

Paul Carbone

For Defendant, PANERA, LLC

Paul Carbone, Chief Executive Officer

AGREED AS TO FORM ONLY:

 DAVID D. BIBIYAN
 VEDANG J. PATEL
 Counsel for Plaintiff

Laura Booth

 MARC P. MILES
 LAURA M. BOOTH
 Counsel for Defendants Panera, LLC and Beverly
 Nguyen

EXHIBIT 2



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April 21, 2023

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Angel Men Chan on Behalf of Herself and Aggrieved Employees Under California Labor section 2699.3

Employer: Panera, LLC
1220 Washington Street,
Newton, MA 02458

Panera, LLC
c/o Becky Degeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Angel Men Chan’s (“Employee”) employment with Employee’s former employers: Panera, LLC. Employee was employed as a non-exempt employee of Panera, LLC with duties that included, but were not limited to, customer service from approximately August of 2022 and through the present. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Panera, LLC and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off

the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which

employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.* Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 246 *et seq.* involves a mandatory payroll or

workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of

the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to furnish and use safety devices and safeguards. And adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employee and/or other aggrieved employees; failing to provide adequate protection equipment to Employee and/or other aggrieved employees; and failing to provide adequate distance in working conditions between Employee and/or other aggrieved employees.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible

sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is further informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring, as a condition of employment, its applicants or employees to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act or the Labor Code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation, in violation of Labor Code section 432.6. Employee is additionally informed and believes that Employer knew that requiring such a condition was prohibited by law. Accordingly, for violations of Labor Code sections 432.5 and 432.6, Employee and aggrieved employees are entitled to attorneys' fees, an injunction, as well as civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee

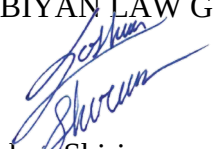
California Labor and Workforce Development Agency
April 21, 2023
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is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.



Joshua Shirian

cc: Panera, LLC (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION AND PAGA REPRESENTATIVE SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Chan v. Panera LLC, et al.

(Superior Court of the State of California, County of Los Angeles Case No. 23STCV09024)

To: All individuals who performed work in an hourly, non-exempt position for Panera LLC in the State of California at any time between April 21, 2019 and up to and inclusive of October 22, 2024 (“Class Members”):

THIS NOTICE is of a proposed settlement of class action lawsuit and an announcement of a court hearing that you may choose to attend. If you are a Class Member, this Notice contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Panera, LLC, (“Panera”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement.

The settlement is to resolve a class action lawsuit, *Chan v. Panera LLC, et al.*, Case No. 23STCV09024, initiated on April 21, 2023, and currently pending in the Superior Court of the State of California, County of Los Angeles (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to authorize and provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to pay timely wages during employment; (8) failure to indemnify necessary business expense; (9) unfair business practice. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

- On [REDACTED], Central District of California granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Panera vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will give up your legal rights to pursue claims released by the settlement of the Lawsuit and be bound by the terms of the Settlement Agreement.
OPT OUT OF THE SETTLEMENT	If you do not wish to participate in the Settlement, you may “opt-out” of the Settlement. If you choose to opt-out, you must submit a Request for Exclusion by _____, 2025. You will not receive payment for settlement of the class claims, and you will retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from April 21, 2022 through and inclusive of October 22, 2024 (“PAGA Period”) as an hourly, non-exempt employee for Defendant in California as well, then you will be

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit an objection to the Settlement Administrator, Phoenix Settlement Administrators about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [] at [] .m.] in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring St, Los Angeles, CA 90012.
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed herein is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation. Panera’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [] .m. on [] , in the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring St, Los Angeles, CA 90012, in Department 10. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Panera’s records show that you worked for Panera as an hourly, non-exempt employee in California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them. It is important that you read this notice carefully because your rights may be affected by the Settlement.

What is This Case About?

Angel Men Chan was an hourly, non-exempt employee of Panera. She is the “Plaintiff” and Class Representative in this case and is suing on behalf of herself and Class Members. Plaintiff alleges Panera violated various Labor Code sections by (1) failing to pay overtime wages; (2) failing to pay minimum wages; (3) failing to authorize

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

and provide meal periods; (4) failing to authorize and permit rest breaks; (5) failing to timely pay final wages at termination; (6) failing to provide accurate itemized wage statements; (7) failing to pay timely wages during employment; (8) failing to indemnify necessary business expense; and (9) unfair business practices.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Panera has denied and continues to deny, the factual and legal allegations made by Plaintiff, denies that it violated any law, and maintains that it has complied with all laws. By agreeing to settle, Panera is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. To the contrary, this Settlement constitutes a compromise of disputed claims.

The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Panera and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Panera, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Panera agreed to and supports this Settlement in order to avoid the cost and business disruption associated with lengthy litigation.

If you are still employed by Panera, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Panera will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her/their share will be paid to those who do not participate.

Summary of the Settlement Terms

Plaintiff and Panera have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$6,000,000.00, to fully resolve all claims in the Lawsuit. The Gross Settlement includes: (1) Administration Costs up to \$96,990.00; (2) a service award of up to \$7,500.00 to Plaintiff for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$2,100,000.00; (4) up to \$100,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$500,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$375,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$125,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$3,292,500 will be available for distribution to Class Members ("Net Settlement Amount").

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Panera represents that there are no more than 997,857 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 99,785 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 1,097,732 (997,857 + 99,785) multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 997,857. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$6.01 per Workweek (\$6,000,000 / 997,857 Workweeks). Thus, for example, should there be 1,100,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$13,630.68. ((1,100,000 Workweeks - 1,097,732 Workweeks) x \$6.01/Workweek).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Panera in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Panera in non-exempt, hourly-paid positions in California between April 21, 2022 through and inclusive of October 22, 2024 (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$125,000.00, allocated as PAGA penalties, whether or not they opt out, based on the number of Workweeks worked by each Aggrieved Employee between April 21, 2022 through and inclusive of October 22, 2024 (*i.e.*, the PAGA Period).

Panera’s records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid “wages” and any IRS Form 1099s for penalties and interest, as required by law. This Notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

Your Options Under the Settlement

Option 1 – Do Nothing, Receive Your Payment and Participate in the Settlement.

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your

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Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Panera to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Panera fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Upon the Effective Date of this Settlement, Plaintiff and each Class Member, for themselves and their respective former and present spouses, domestic partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns will fully and finally forever release and discharge Defendant and all Released Parties from the Released Class Claims including any and all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the Operative Complaint, including but not limited to claims for: (i) failure to pay overtime wages in violation of Labor Code §§ 226.2, 510, 1194 and 1199; (ii) failure to pay minimum wages in violation of Labor Code §§ 218.6, 1194, 1194.2, 1197 and 1199 and C.C.P. §§ 1021.5 and 1032; (iii) failure to authorize and provide meal periods in violation of Labor Code §§ 226.7 and 512; (iv) failure to authorize and permit rest breaks in violation of Labor Code §§ 226 and 226.7; (v) failure to timely pay final wages at termination in violation of Labor Code §§ 201-203 and 218.6; (vi) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (vii) failure to pay timely wages during employment in violation of Labor Code §§ 204, 210, and 218.6; (viii) failure to indemnify necessary business expenses in violation of Labor Code §§ 2802; and (ix) unfair business practices in violation of Cal. Business & Professions Code §§ 17200 arising from the Labor Code violations at issue in the operative pleading in the Class Action.

Upon the Effective Date of this Settlement, Plaintiff, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, and each PAGA Employee, for themselves and their respective former and present spouses, domestic partners, children, estates, trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns forever completely release and discharge the Released Parties from any and all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period which were pled or which could have been pled based on the factual allegations contained in the PAGA Notice submitted by Plaintiff on October 21, 2023 and the Operative Complaint for any relief available under PAGA in connection with said claims, including, without limitation, for civil penalties, attorney’s fees and costs.

“Released Parties” shall mean Defendant Panera, LLC, including each of its past, present, and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, and assigns, as well as their respective past, present, and future owners, officers, directors, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities and Beverly Nguyen, including her heirs, spouses, domestic partners, children, estates, trusts, successors, beneficiaries, executors, administrators, trustees, conservators, guardians, assigns and representatives.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-request request to the Settlement Administrator by the Response Deadline. The opt-out request should state the your name, address, telephone number, last four digits of your social security number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and fax, email or mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the Settlement, then even if you request exclusion from the Settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____ at _____ .m. in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring St, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense. **You are not required to attend the Final Approval hearing, although any Class Member is welcome to attend the hearing.**

Additional Information

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

This Notice of Class Action Settlement is only a summary of the Lawsuit and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [REDACTED] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring St, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
PANERA, OR PANERA'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]