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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

TATIANA BOVE, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

S&B RESTAURANT GROUP LLC dba
CHICK-FIL-A, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. 23STCV02528

[PROPOSED] JUDGMENT

Date: November 15, 2024
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on November 15, 2024, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all persons who are or previously were employed by
10 Defendant in California and classified as non-exempt employees at any time during the period
11 between February 6, 2019, to January 9, 2024 ("Class Period")."

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 398 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement, and this Final Judgment, Plaintiff, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Final
20 Approval of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date Defendant fully funds the Gross Settlement Amount, Plaintiff and
26 each Class Member who has not validly opted out has released the "Released Parties" from the
27 "Released Class Claims" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) “Released Class Claims” are defined as all class claims alleged, or
2 reasonably could have been alleged based on the facts alleged, in the operative complaint in the
3 Action which occurred during the Class Period, and expressly excluding all other claims,
4 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
5 social security, workers’ compensation, and class claims outside of the Class Period.

6 (b) “Released Parties” are defined as Defendant and all of its respective current
7 and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their
8 affiliated entities, and each of their respective owners, officers, directors, managing agents,
9 exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or
10 legal representatives, any attorneys, insurers, and claims representatives.

11 7. As of the date the Defendant fully funds the Gross Settlement Amount, the
12 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
13 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA
14 Claims” for the “PAGA Period” as set forth in the Agreement.

15 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

16 (a) “Aggrieved Employees” are defined as all individuals employed by
17 Defendant in California in a non-exempt position at any time during the PAGA Period.

18 (b) “Released PAGA Claims” are defined as all PAGA claims alleged in the
19 operative complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during
20 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
21 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
22 and PAGA claims outside of the PAGA Period.

23 (c) “PAGA Period” means the period of December 1, 2021, to January 9, 2024.

24 9. This Court hereby grants final approval and awards the following: (i) One Hundred
25 Sixteen Thousand, One Hundred Fifty-Two Dollars and Forty-Five Cents (\$116,152.45) for the
26 Attorneys’ Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or
27 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and litigation expenses in the
28 amount of Sixteen Thousand, One Hundred Fifty-Two Dollars and Forty-Five Cents (\$16,152.45);

1 (ii) the Class Representative Payment to Class Representative, Tatiana Bove, in the amount of Ten
2 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii)
3 Administration Expenses Payment of Nine Thousand Dollars and Zero Cents (\$9,000.00) to Apex
4 Class Action LLC; and (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the
5 PAGA Payment) to the Labor and Workforce Development Agency (“LWDA Payment”); and
6 Five Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA Payment) allocated to the
7 Aggrieved Employees for the Individual PAGA Payments.

8 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
9 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
10 California Labor Code section 2699(1)(3).

11 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
12 **ORDERED.**

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15 DATED: _____, 2024

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17 _____
18 Hon. Stuart M. Rice
19 JUDGE OF THE SUPERIOR COURT
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