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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

BRIA WARE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

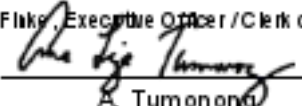
v.

SHAKE SHACK ENTERPRISES LLC, a
New York Limited Liability Company; and
DOES 1-50, Inclusive,

Defendants.

Case No. 21CV002063

~~PROPOSED~~ AMENDED JUDGMENT

FILED
Superior Court of California
County of Alameda
08/20/2024
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumorong

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Payment duly came on for hearing on October 17, 2023, before
4 the above-entitled Court. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Civil Penalty Payment and
6 good cause 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 settlement
9 only. The Class is defined as "All of Defendant's current and former non-exempt California
10 employees at any time during the period beginning July 1, 2019, and continuing until January 11,
11 2023 ["Class Period"]."

12 2. All persons who meet the foregoing definition are Settlement Class Members, except
13 for those individuals who filed a valid request for exclusion ("opt out") from the Class.

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

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

23 5. As of the date the Defendant funded the Gross Fund Value, Plaintiff and each Class
24 Member who has not validly opted out has released the "Released Parties" from the "Released Class
25 Claims" as set forth in the Agreement.

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

27 (a) The "Released Class Claims" are defined as any and all claims, debts,
28 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or

1 causes of action contingent or and reasonably related to the allegations and claims asserted in the
2 Complaint, including without limitation to, any and all claims for alleged unpaid wages (including
3 but not limited to overtime, COVID-19 testing and screening, final pay upon termination, and
4 minimum wage), alleged unpaid meal and rest break premiums, itemized wage statement penalties,
5 waiting time penalties under the California Labor Code or Business & Professions Code (including
6 Section 17200 *et seq.*), reimbursement of business expenses (including but not limited to COVID-
7 19 testing), and claims for restitution and other equitable relief, liquidated damages, punitive
8 damages, or penalties; and any other benefit claimed on account of the allegations asserted in
9 Complaint. This release shall apply to all claims arising during the Class Period. The Released Class
10 Claims expressly excludes release of PAGA claims, which are separately released herein below as
11 “Released PAGA Claims.”

12 (b) The “Released Parties” are defined as Defendant and each of their past,
13 present and future agents, employees, servants, officers, directors, members, owners (whether direct
14 or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders,
15 mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related and/or
16 affiliated companies/corporations and/or partnerships, divisions, assigns, predecessors, successors,
17 insurers, consultants, joint venturers, joint employers, temporary staffing agencies, contractors,
18 affiliates, service providers, alter-egos, vendors, affiliated organizations, and any person and/or
19 entity alleged to have joint liability, including but not limited to Shake Shack Inc., SSE Holdings,
20 LLC and Shake Shack California LLC, and all of their respective past, present and future employees,
21 directors, officers, members, owners, agents, representatives, payroll agencies, attorneys,
22 stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all
23 persons acting under, by, through or in concert with any of them (hereinafter referred to collectively
24 as the “Released Parties”), and each and all of them.

25 7. As of the date the Defendant funded the Gross Fund Value, the Plaintiff, the Labor
26 and Workforce Development Agency (“LWDA”), the State of California, and each “Aggrieved
27 Employee” have released the Released Parties from the “Released PAGA Claims” for the “PAGA
28 Period” as set forth in the Agreement.

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

2 (a) The “Aggrieved Employees” are defined as all of Defendant’s current and
3 former non-exempt California employees at any time during the PAGA Period. The PAGA Period
4 is defined as the period beginning August 19, 2020, and continuing until January 11, 2023.

5 (b) The “Released PAGA Claims” are defined as all claims for civil penalties
6 arising under PAGA alleged in the Complaint and Plaintiff’s August 19, 2021 PAGA notice to the
7 LWDA and all accompanying attorneys’ fees and costs, which occurred during the PAGA Period.
8 This PAGA release continues through January 11, 2023.

9 (c) The “PAGA Period” means the period beginning August 19, 2020, and
10 continuing until January 11, 2023.

11 9. This Court hereby grants final approval and awards the following: (i) \$347,251.31
12 for the Class Counsel Fees and Litigation Expenses Payment comprised of attorneys’ fees in the
13 amount of Three Hundred Thirty-Two Thousand, Five Hundred Dollars and Zero Cents
14 (\$332,500.00) (“Class Counsel Fees Payment”) and reimbursement of costs and expenses in the
15 amount of Fourteen Thousand, Seven Hundred Fifty-One Dollars and Thirty-One Cents
16 (\$14,751.31) (“Class Counsel Litigation Expenses”); (ii) the Enhancement Award to Class
17 Representative, Bria Ware, in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00);
18 (iii) Settlement Administration Costs of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to
19 ILYM Group, Inc.; (iv) Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00)
20 (75% of the PAGA Civil Penalty Payment) to the Labor and Workforce Development Agency
21 (“LWDA Payment”); and Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00)
22 (25% of the PAGA Civil Penalty Payment) allocated to the Individual PAGA Payments.

23 10. **Pursuant to the Declaration of Makenna Snow of ILYM Group, Inc., a total of**
24 **\$207,988.14 remains uncashed after the May 25, 2024, check cashing deadline date. Within**
25 **(30) days of entry of this Amended Judgement, the uncashed settlement funds in the amount**
26 **of \$207,988.14 shall be disbursed to the Cy Pres: Community Law Project.**

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

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6 DATED: 08/20/2024, 2024
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JUDGE OF THE SUPERIOR COURT

10 **Michael Markman / Judge**
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