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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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: March 28, 2023
Hearing Time: 3:00 p.m.

Department: 23
Reservation #: A-02063-001

I, Jean-Claude Lapuyade, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am co-counsel of record for Plaintiff BRIA WARE (hereafter “Plaintiff”) in this wage and hour class action filed against SHAKE SHACK ENTERPRISES LLC (hereinafter “Defendant”).

2. This declaration is being submitted in support of Plaintiff’s motion for Preliminary Approval of Class and PAGA Action Settlement.

I. EXHIBITS

3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement” or “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed Notice Packet.

4. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing with the Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement and Motion for Preliminary Approval of Class and PAGA Action Settlement evidencing Class Counsel’s compliance with California Labor Code Section 2699(1)(2).

5. Attached hereto as **Exhibit “3”** is a true and correct copy of the JCL Law Firm “Firm Resume” detailing some of the major cases the JCL Law Firm has undertaken.

II. INTRODUCTION

6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length. The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial. The entire Net Fund Value will be paid to all Settlement Class

Members who do not opt out of the Settlement resulting in an average Individual Settlement Payment of approximately **\$110.11**.

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payments to the Settlement Class meets or exceeds awards in similar wage and hour class actions. Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendant is a publicly traded company that owns and operates numerous Shake Shack restaurants throughout the United States, including locations throughout California, and including in Alameda County, where Plaintiff worked. Plaintiff worked for Defendant as a non-exempt employee in Alameda, California from approximately May of 2021 to July of 2021. Plaintiff alleges that Defendant failed to, among other things, properly calculate the regular rate of pay for purposes of meal premium payments, pay for all hours worked, issued non-compliant wage statements as a result, and failed to reimburse employees for all necessary expenses. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "Shake Shack Policies and Training" handbook.

9. Defendant vehemently denies liability for each of Plaintiff's claims. Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, compliant compensation policies and plans, complaint meal and rest practices, compliant wage statements, and timely payment of all wages due upon separation of employment.

10. On August 19, 2021, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and

1 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
2 Code Sections 2698 *et seq.* (“PAGA”).

3 11. On November 8, 2021, Plaintiff filed this class action complaint in the Alameda Superior
4 Court. The Action alleged ten causes of action against Defendant for: (1) Unfair Competition in
5 Violation of Bus. and Prof. Code sections 17200 *et seq.*; (2) Failure to pay minimum wages in violation
6 of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation
7 of California Labor Code sections 510 *et seq.*; (4) Failure to provide required meal periods in violation
8 of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to
9 provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the
10 applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of
11 California Labor Code section 226; (7) Failure to reimburse employees for required business expenses
12 in violation of California Labor Code section 2802; (8) Failure to provide wages when due in violation
13 of Cal. Lab. Code sections 201, 202 and 203; (9) Failure to provide reporting time pay in violation of
14 Wage Order No.5; and (10) Violation of the Private Attorneys General Act [Labor Code section 2698,
15 *et seq.*]. Shortly thereafter, the Parties agreed to attend mediation.

16 12. To prepare for mediation, the Parties agreed to informally produce additional documents
17 and data points subject to the mediation privilege, including but not limited to, employee handbooks,
18 the Class Members’ time data, and certain payroll data points. As discussed *infra*, Plaintiff’s counsel
19 retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and
20 payroll data.

21 13. On November 14, 2022, the Parties participated in a full day mediation with Steven J.
22 Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation
23 concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of
24 Understanding (“MOU”).

25 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

26 14. Months before filing the Action, Class Counsel began their pre-filing investigation into
27 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with
28

1 Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,
2 including portions of Defendant's handbooks, compensation policies, and time and payroll records. At
3 the conclusion of the interviews, Class Counsel determined that each of Plaintiff's complaints justified
4 further inquiry.

5 15. To prepare for mediation, Class Counsel requested pertinent documents and data points
6 to evaluate Plaintiff's claims and measure Defendant's liability exposure to the Class. In response,
7 Defendant produced, among other things, nearly all time and payroll records for the Class Members,
8 aggregate workweek and pay period data, and copies of applicable handbooks, policies, and procedures.
9 In total, Defendant produced thousands of pages of documents and nearly 1 million unique cells of time
10 and payroll data for Class Counsel to analyze.

11 16. Class Counsel then retained the statisticians and economists at Berger Consulting Group
12 ("BCG") to evaluate the Class Members' payroll and time data and to calculate Defendant's liability
13 exposure to the Class. BCG provides data analysis and damage modeling consulting services,
14 specializing in wage and hour class actions. BCG analyzed Defendant's time and payroll data and
15 developed various damage models that assisted Class Counsel at the time of mediation.

16 17. BCG analyzed Defendant's time and payroll data to assist in the development of various
17 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
18 number of workweeks, pay periods, average length of shifts and average number of hours worked per
19 week. BCG also estimated the number of missed, late, or truncated rest periods, and the amount of
20 missed or miscalculated meal and rest period premiums paid during the Class Period.

21 18. At the time of mediation, there were approximately 2,896 Aggrieved Employees during
22 the PAGA Period.

23 19. Overall, Class Counsel thoroughly investigated the claims at issue. Class Counsel (1)
24 reviewed Plaintiff's suitability as a putative class representative through interviews, background
25 investigations, and analysis of her employment files; (2) evaluated Plaintiff's potential claims; (3)
26 researched similar wage and hour class actions, including a previous class action and settlement alleging
27 similar claims against Defendant; (4) analyzed the Class Members' time and payroll records; (5)

analyzed Defendant's labor policies and practices; (6) developed comprehensive damage models which estimated Defendant's liability for purposes of settlement; (7) drafted the mediation brief; and (8) participated in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, and to make an independent assessment of the reasonableness of the terms to which the Parties have agreed. Based on its investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate.

C. The Parties Settled at Mediation

20. On November 14, 2022, the Parties conducted a full day of mediation with Steven J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. Mediator Rottman helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Mediator Rottman's assistance. Namely, the Parties exchanged information regarding their respective claims and defense, including their respective evaluation of the damages.

21. Once the Parties reached a settlement, the Parties engaged in protracted negotiations regarding the written terms of the class action settlement. The Parties maintained the arm's length, non-collusive and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

IV. ARGUMENT

A. The Court Should Preliminarily Approve the Settlement

22. The Gross Fund Value of \$1,330,000.00 is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Prior to mediation, Class Counsel retained BCG to develop an economic damage model measuring Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. The model

1 was informed by Class Counsel's investigation, including the analysis of time and payroll data. Class
2 Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA Penalties) at
3 \$10,618,511 dollars. Thus, the Gross Settlement Amount of \$1,330,000.00 represents approximately
4 12.5% of Defendant's alleged *class-wide* liability exposure. The following summarizes Defendant's
5 alleged estimated exposure.

6 23. Plaintiff's primary claim in this Action is that Defendant failed to calculate certain non-
7 discretionary compensation into the regular rate of pay for purposes of paying meal period premiums
8 and redeemed sick pay. Based on the review of the Class Members' time and payroll data, BCG
9 estimated Defendant underpaid the Class Members approximately \$16,856. Defendant vigorously
10 denied liability and asserted that employees were paid all wages owing and that all incentive
11 compensation was either properly calculated into the regular rate of pay or properly excluded as
12 discretionary compensation.

13 24. Plaintiff alleges that Defendant required its employees to complete pre-shift COVID-19
14 screenings in violation of California law requiring employees to be compensated for all time spent under
15 an employer's control. BCG estimated that Defendant's COVID-19 screening policy resulted in
16 \$244,303 in unpaid wages, assuming two minutes of unpaid wages worked by every employee, on every
17 shift during the years of 2020 and 2021, including unpaid overtime when applicable. Defendant denied
18 liability and asserted that employees were paid all wages and that it mandated employees conduct
19 COVID-19 screenings on the clock.

20 25. Plaintiff alleges that Plaintiff and other Class Members were not afforded compliant rest
21 breaks from time to time, including late, short, and missed rest breaks. Defendant vigorously denied
22 liability for this claim. Defendant asserted that it implemented strict policies and practices to ensure
23 that all non-exempt employees are afforded and take compliant meal and rest break policies.
24 Admittedly, Defendant's meal break compliance was almost flawless, with virtually no violations that
25 were uncured by the payment of a meal premium. Defendant argued that its rest break compliance was
26 similarly strong, and that an investigation of this claim via interviews of thousands of class members
27 would lead to the same conclusion. Plaintiff was therefore hard pressed to put any significant value on
28

1 this claim. Nevertheless, BCG estimated approximately one violation per month per employee, which
2 resulted in \$537,658 in unpaid rest break premiums.

3 26. Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of
4 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
5 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could
6 argue that there was a "good faith dispute" as to wages owing, if any, and also that Plaintiff could not
7 prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203.
8 Additionally, Defendant could argue that Plaintiff could not show that Class Members suffered an
9 "injury" because of wage statement violations, as required by Labor Code section 226. Plaintiff
10 estimated Defendant's exposure for these claims to be approximately \$9,367,984 (\$7,873,584 for LC
11 203 penalties and \$1,494,400 for LC 226 penalties).

12 27. Plaintiff further alleged that Defendant required the Class Members to regularly pay out-
13 of-pocket to launder their work uniforms. California law requires "[a]n employer shall indemnify his
14 or her employee for all necessary expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or her duties, or of his or her obedience to the directions of the employer..." (See
16 *Cal. Labor Code* § 2802(a).) Plaintiff estimated Defendant's exposure for this claim at \$451,710 or
17 \$10 per month for each member of the Class during the Class Period. Defendant denies it owes any
18 unpaid reimbursements to Class Members.

19 28. Class Counsel's damage models also estimated Defendant's exposure for PAGA
20 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure to be
21 approximately \$11,718,100.

22 29. To recover any PAGA penalties, Plaintiff would be required at trial to prove each of the
23 underlying Labor Code violations. (See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS
24 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on
25 behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the
26 defendant.")) Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
27 for each pay period the employee worked. Again, Defendant raised several defenses that presented
28

1 serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to those
2 arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v.*
3 *Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
4 manageability as to the rest period claims.

5 30. The proposed Settlement allocates \$50,000 to satisfy the PAGA claims. This amount
6 represents approximately 3.75% of the Gross Fund Value. This achieves a fair, reasonable, and adequate
7 resolution of Plaintiff's PAGA claim. (See *Moniz v. Adecco* (2021) 72 Cal.App.5th 56.) Further, the
8 amount allocated to the satisfaction of Plaintiff's PAGA claim, is well within the range of
9 reasonableness. (See, e.g., *Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving 0%
10 PAGA allocation); *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-02628-JSW) (approving
11 1% PAGA allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. 2011) 2011 WL
12 4899942 * 6 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v. Becton Dickinson &*
13 *Co.* (S.D. Cal. 2010) 2010 WL 2196104 *2 (approving \$3,000 PAGA allocation in \$1M settlement);
14 and *Hopson v. Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 * 9 (approving \$1,500 PAGA
15 allocation in \$1.026M settlement).)

16 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

17 31. With respect to the most immediate challenge, i.e., class certification, the risks attendant
18 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
19 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
20 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
21 the trial court to enter judgement in favor of the employer. (See also *O'Conner v. Uber Technologies,*
22 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); see also
23 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
24 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
25 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
26 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176
27 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
28

1 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
2 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
3 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
4 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
5 certification of driver meal and rest period claims based on the predominance of individual issues).
6 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
7 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
8 settlement.

9 32. Finally, continuing to litigate this action would require continued and extensive resources
10 coupled with significant Court time to proceed through trial and post-trial motions, which can often
11 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
12 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
13 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
14 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
15 the risk of an appeal and subsequent reversal is real.

16 33. Given the amount of the settlement here, as compared to potential value of the claims,
17 offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

18 **C. Proposed Notice Informs the Class About the Case and Settlement**

19 34. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
20 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
21 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information
22 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure,
23 and time within which to requests for exclusions or objections to the Settlement, the date for the final
24 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
25 Released Class Claims. Agreement at § III(K). The Parties negotiated this method to ensure delivering
26 the most reasonable method of notice to the Class Members while ensuring cost effective administration
27 of the Settlement.

35. As detailed in the Agreement, the method of disseminating the proposed Class Notice and contents of the Proposed Class Notice satisfy due process and the California Rule of Court 3.766.

C. The Court Should Preliminarily Approve the Enhancement Award

36. The Settlement provides for an Enhancement Award of \$10,000 for Plaintiff. The Enhancement Award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

37. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Enhancement Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated Enhancement Award.

D. The Court Should Preliminary Approve the Negotiated Class Counsel Award

38. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members. Considering the positive outcome, and considering the supporting authority, the proposed Attorneys' Fees and reimbursement of Attorneys' Expenses are fair and reasonable.

39. Plaintiff will file a formal motion for the Attorneys' Fees and Attorneys' Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

40. For Settlement purposes only, Plaintiff contends, and Defendant do not dispute, that provisional certification of the Class is appropriate.

41. Because all Class Members are Defendant's current and former non-exempt employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

1 42. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
2 entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's
3 liability can be determined by facts common to all members of the class. The wage and hour issues are
4 both numerous and substantial, and a class action is the most advantageous method of dealing with the
5 claims of the Settlement Class.

6 43. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
7 they arise from the same factual basis and are based on the same legal theories applicable to the other
8 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
9 Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which
10 the proposed Class Members were subject to and seeks the same relief. Plaintiff has already
11 demonstrated her ability to advocate for the interests of the Class Member by initiating this litigation,
12 undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

13 44. A class action is superior to a multitude of individual lawsuits. Given the size and amount
14 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
15 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
16 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
17 adjudication.

18 **F. Class Counsel's Experience**

19 45. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
20 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
21 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
22 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
23 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
24 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
25 Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Heming (Legal Secretary), and
26 Madelyn Uchiyama (Legal Assistant).

46. I am qualified to represent the Plaintiff, the Class Members, the State of California and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiff, the State of California and the Aggrieved Employees throughout this action.

47. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 13 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

48. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

49. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$75 million on behalf of the Firm's clients.

50. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

51. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

52. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of March 2023, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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**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

[Action Filed November 8, 2021]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff BRIA WARE (hereinafter “Plaintiff”), an individual, on behalf
3 of the Settlement Class, and in her representative capacity on behalf of the State of California and
4 the Aggrieved Employees, and Defendant SHAKE SHACK ENTERPRISES, LLC. (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Bria Ware v. Shake*
8 *Shack Enterprises, LLC, et al.*, Alameda County Superior Court, Case No.
9 21CV002063, filed November 8, 2021.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
11 Class and PAGA Action and Release of Claims.
- 12 C. “Aggrieved Employees” means all of Defendant’s current and former non-exempt
13 California employees at any time during the PAGA Period.
- 14 D. “Aggrieved Employee Payment” means the payments made to each Aggrieved
15 Employee.
- 16 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
17 paid to Class Counsel for the expenses they have incurred of up to \$30,000.00. Class
18 Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the
19 Attorneys’ Expenses detailed in this Section and shall be solely and legally
20 responsible for paying all applicable taxes on the payment made pursuant to this
21 Section.
- 22 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
23 Class Counsel for the services they have rendered, and will render, to Plaintiff and
24 the Settlement Class through the dismissal of in the Action, currently not to exceed
25 one-third of the Gross Fund Value currently estimated to be \$443,333.33 out of
26 \$1,330,000.00. Attorneys’ fees will be divided between Class Counsel as follows
27 (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC). The attorneys’
28 fees awarded are subject to the Court’s approval. Class Counsel will be issued an

IRS Form 1099 for the Attorneys' Fees detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section.

G. "Class" or the "Class Members" means all of Defendant's current and former non-exempt California employees at any time during the Class Period. .

H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

I. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment, and number of active workweeks (if different than the weeks between the start date and end date and easily calculatable).

J. "Class Period" means the period beginning July 1, 2019, and continuing until January 11, 2023.

K. "Class Representative" shall mean plaintiff Bria Ware.

L. "Court" means the Superior Court for the State of California, County of Alameda currently presiding over the Action.

M. "Defendant" shall mean Shake Shack Enterprises, LLC.

N. "Effective Date" means the date of final approval, if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be sixty-five (65) days after the trial court enters final approval. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

O. "Enhancement Award" means an award in the amount of \$10,000 or in an amount that does not exceed \$10,000 that the Court authorizes to be paid to the Class

Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action. Plaintiff will be issued an IRS Form 1099 by the Settlement Administrator in connection with her Enhancement Award. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payment. The Enhancement Award will be paid from the Gross Fund Value and will be in addition to Plaintiff's separate payment under her stand-alone settlement agreement. Plaintiff's Enhancement Award is expressly conditioned on (1) Plaintiff's agreement not to opt out of the Settlement Class as well as the dismissal of her claims currently pending, including those in the Action. Plaintiff will file the necessary pleadings to effectuate the aforementioned dismissal within five (5) business days following final approval. If Plaintiff does not comply with the terms of this Section, such non-compliance is grounds for Defendant's nullification of this Settlement Agreement at its sole discretion. It is the sole and exclusive responsibility of Plaintiff and/or proposed Class Counsel to ensure compliance; and (2) Plaintiff's execution of the stand-alone settlement agreement and general release of claims. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

P. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Fund Value to the Claims Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Fund Value to the Claims Administrator thirty (30) business days after the Effective Date.

Q. "Gross Fund Value" means One Million Three Hundred Thirty Thousand Dollars (\$1,330,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of each Individual Settlement Payment made to each Settlement Class Member, Administration Costs, Attorneys' Fees and Costs,

Enhancement Award, and the PAGA Penalties, including any such payments to the Labor and Workforce Development Agency (“LWDA”) and aggrieved employees, and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement. The payments are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation.

R. “Individual Settlement Payment” means the amount payable from the Net Fund Value to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. . **The tax allocation of the payments to the Settlement Class Members shall be designated as 10% wages, 70% penalties, and 20% pre-judgment interest.** The Claims Administrator will issue W-2s for the taxable portion of the class claims and will issue Form 1099s for the penalties and interest portions, and for any enhancement award, in accordance with applicable tax laws.

S. “LWDA Notice” means the notice that Plaintiff agrees to timely submit to the LWDA of this Settlement along with a copy of this Settlement Agreement at the time Plaintiff files her motion for preliminary approval, and Plaintiff will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award) providing for an award of civil penalties in conformity with Labor Code Section 2699(l).

T. “Net Fund Value” or “NFV” means the Gross Fund Value, less Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, PAGA Penalties, and Administration Costs.

U. “Notice Packet” means the Class Notice to be provided to the Class Members and that will be mailed to Settlement Class Members’ last known addresses by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

- 1 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
2 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
3 Aggrieved Employees during the PAGA Period.
- 4 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked in
7 California.
- 8 Y. “PAGA Period” means the period beginning August 19, 2020, and continuing until
9 January 11, 2023.
- 10 Z. “PAGA Penalties” means the amount that the Parties have agreed to pay to the LWDA
11 and Aggrieved Employees in connection with the California Private Attorneys
12 General Act of 2004 (“PAGA”) claims. The PAGA Penalties in the amount of Fifty
13 Thousand Dollars (\$50,000) are to be allocated from the Gross Fund Value, with 25%
14 of the payment going to the Aggrieved Employees (\$12,500) and 75% of the payment
15 going to the Labor and Workforce Development Agency (“LWDA”) (\$37,500). The
16 amount of the PAGA Penalties is subject to Court approval pursuant to California
17 Labor Code section 2699(l). Any reallocation of the Gross Fund Value to increase
18 the PAGA Penalties will not constitute grounds by either party to void this
19 Agreement, so long as the Gross Fund Value remains the same.
- 20 AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
21 Plaintiff or Defendant, individually.
- 22 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
23 by the sum total Workweeks for all Class Members.
- 24 CC. “Plaintiff” shall mean Bria Ware.
- 25 DD. “QSF” means the Qualified Settlement Fund established, designated and maintained
26 by the Settlement Administrator to fund the Gross Fund Value.
- 27 EE. “Released Class Claims” means any and all claims, debts, liabilities, demands,
28 obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of

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

13 FF. “Released PAGA Claims” means all claims for civil penalties arising under PAGA
14 alleged in the Complaint and Plaintiff’s August 19, 2021 PAGA notice to the LWDA
15 and all accompanying attorneys’ fees and costs, which occurred during the PAGA
16 Period. This PAGA release continues through January 11, 2023.

17 GG. “Released Parties” shall mean Defendant and each of their past, present and future
18 agents, employees, servants, officers, directors, members, owners (whether direct or
19 indirect), general partners, limited partners, trustees, representatives, shareholders,
20 stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity
21 sponsors, related and/or affiliated companies/corporations and/or partnerships,
22 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers,
23 joint employers, temporary staffing agencies, contractors, affiliates, service
24 providers, alter-egos, vendors, affiliated organizations, and any person and/or entity
25 alleged to have joint liability, including but not limited to Shake Shack Inc., SSE
26 Holdings, LLC and Shake Shack California LLC, and all of their respective past,
27 present and future employees, directors, officers, members, owners, agents,
28 representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents,

1 subsidiaries, other service providers, and assigns and any and all persons acting under,
2 by, through or in concert with any of them (hereinafter referred to collectively as the
3 “Released Parties”), and each and all of them.

4 HH. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
5 Administrator mails Notice Packets to Class Members and the last date on which
6 Class Members may submit requests for exclusion or objections to the Settlement.

7 II. “Settlement” means the disposition of the Action pursuant to this Agreement.

8 JJ. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
9 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
10 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
11 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
12 of the Gross Fund Value is deposited for the purpose of resolving the claims of
13 Settlement Class Members. The Settlement Administrator shall maintain the funds
14 until distribution in an account(s) segregated from the assets of Defendant and any
15 person related to Defendant. *All accrued interest shall be paid and distributed to the*
16 *Settlement Class Members as part of their respective Individual Settlement*
17 *Payment.* But in no circumstance will Defendant be obligated to contribute more than
18 the Gross Fund Value defined herein.

19 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who
20 have not submitted a timely and valid request for exclusion as provided in this
21 Agreement, and as described in the Notice Packet.

22 LL. “Workweeks,” for purposes of calculating the distribution of the Net Fund Value,
23 means the number of weeks of employment during the Class Period that each Class
24 Member was employed by Defendant in California. For clarity, “Workweeks” as
25 defined in this Section are separate and distinct from the “Projected Workweeks”
26 defined in Section III(A)(2), below. The “Workweeks” described in this section are
27 based on weeks employed, and “Projected Workweeks,” defined below, are weeks
28 actually worked by Class Members during their employment.

1 **II. RECITALS**

2 A. On August 19, 2021, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant.

4 B. On November 8, 2021, Plaintiff filed the Action, alleging claims for:

- 5 1. Unfair competition (Bus. & Prof. Code § 17200 *et seq.*);
- 6 2. Failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198);
- 7 3. Meal period violations (Labor Code §§ 226.7, 512, 558);
- 8 4. Rest period violations (Labor Code §§ 226.7, 516, 558);
- 9 5. Wage statement violations (Labor Code § 226, *et seq.*);
- 10 6. Failure to reimburse employees for required expenses (Labor Code § 2802);
- 11 7. Failure to provide wages when due (Labor Code §§ 201, 202, 203; 204);
- 12 8. Minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197;
13 1197.1);
- 14 9. Failure to provide accurate itemized statements in violation of Cal. Lab. Code
15 §226;
- 16 10. Failure to provide reporting time pay in violation of Wage Order No. 5; and
- 17 11. Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

18 C. The Class Representative believes she has claims based on alleged violations of the
19 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
20 that class certification is appropriate because the prerequisites for class certification
21 can be satisfied in the Action, and this action is manageable as a PAGA representative
22 action.

23 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
24 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
25 Representative are owed, and further contends that, for any purpose other than
26 settlement, the Action is not appropriate for class or representative action treatment.
27 Defendant contends, among other things, that at all times it complied with the
28 California Labor Code and the Industrial Welfare Commission Wage Orders.

1 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
2 an investigation into the facts relevant to the Action, including conducting an
3 independent investigation as to the allegations, reviewing documents and information
4 exchanged through informal discovery, and reviewing documents and information
5 provided by Defendant pursuant to informal requests for information to prepare for
6 mediation. Defendant produced for the purpose of settlement negotiations certain
7 employment data concerning the Settlement Class, which Class Counsel reviewed
8 and analyzed with the assistance of an expert. Based on their own independent
9 investigation and evaluation, Class Counsel are of the opinion that the Settlement with
10 Defendant is fair, reasonable and adequate, and is in the best interest of the Settlement
11 Class in light of all known facts and circumstances, including the risks of significant
12 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
13 numerous potential appellate issues. Although it denies any liability, Defendant is
14 agreeing to this Settlement solely to avoid the inconveniences and cost of further
15 litigation. The Parties and their counsel have agreed to settle the claims on the terms
16 set forth in this Agreement.

17 F. On November 14, 2022, the Parties participated in mediation presided over by Steven
18 J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions.
19 The mediation concluded with a settlement, which was subsequently memorialized in
20 the form of a Memorandum of Understanding.

21 G. This Agreement replaces and supersedes the Parties' November 23, 2022
22 Memorandum of Understanding and any other agreements, understandings, or
23 representations between the Parties. This Agreement represents a compromise and
24 settlement of highly disputed claims. Nothing in this Agreement is intended or will
25 be construed as an admission by Defendant that the claims in the Action of Plaintiff
26 or the Class Members have merit or that Defendant bears any liability to Plaintiff or
27 the Class on those claims or any other claims, or as an admission by Plaintiff that
28 Defendant's defenses in the Action have merit.

1 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
2 Settlement was arrived at through arm's-length negotiations, taking into account all
3 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
4 attendant to continuing the Action through trial and any appeal. Accordingly, the
5 Parties desire to fully, finally, and forever settle, compromise and discharge all
6 disputes and claims arising from or relating to the Action.

7 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
8 for any reason the settlement does not become effective, Defendant reserves the right
9 to contest certification of any class for any reason and reserves all available defenses
10 to the claims in the Action.

11 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant will pay the sum of
16 the Individual Settlement Payments, the Enhancement Award, the Attorneys'
17 Fees and Attorneys' Expenses, PAGA Penalties, and the Administration
18 Costs, as specified in this Agreement, equal to the Gross Fund Value of One
19 Million Three Hundred Thirty Thousand Dollars (\$1,330,000.00). The Parties
20 agree that this is a non-reversionary Settlement and that no portion of the
21 Gross Fund Value shall revert to Defendant. Other than the Defendant's share
22 of employer payroll taxes, Defendant shall not be required to pay more than
23 the Gross Fund Value. **The Parties agree that the tax allocation of the**
24 **payments to the Settlement Class Members shall be designated as 10%**
25 **wages, 70% penalties, and 20% pre-judgment interest.** The Claims
26 Administrator will issue W-2s for the taxable portion of the class claims, and
27 will issue Form 1099s for the penalties and interest portions, and for any
28 enhancement award, in accordance with applicable tax laws.

1 2. Class Size. Defendant represents that the Settlement Class was comprised of
2 approximately 6,781 individuals who collectively worked approximately
3 164,589 workweeks (“Projected Workweeks”) through August 10, 2022.
4 Prior to the filing of the motion for Preliminary Approval, Defendant will
5 provide Class Counsel with a declaration under penalty of perjury confirming
6 the number of applicable Class Members and Projected Workweeks they
7 worked during the Class Period as of August 10, 2022. For clarity, the
8 Projected Workweeks may differ from Workweeks as defined earlier in this
9 Agreement. Should declaration reflect that the actual workweek count as of
10 August 10, 2022 exceed 164,589 by more than 5% (8,230 workweeks),
11 Plaintiff shall have the right, at her exclusive discretion, to invalidate this
12 Settlement Agreement.

13 1. Settlement Payment. Defendant shall deposit the Gross Fund Value into an
14 interest-bearing account, through the Settlement Administrator by the
15 Funding Date. Any interest accrued will be distributed to the Settlement Class
16 except that if final approval is reversed on appeal, then Defendant is entitled
17 to prompt return of the principal and all interest accrued.

18 2. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side
19 payroll taxes is in addition to the Gross Fund Value and shall be paid together
20 with the first installment of the Gross Fund Value.

21 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
22 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
23 release the Released Parties from the Released Class Claims for the Class Period.

24 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
25 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
26 California release the Released Parties from the Released PAGA Claims for the PAGA
27 Period. As a result of this release, the Aggrieved Employees shall be precluded from
28 bringing claims against Defendant for the Released PAGA Claims.

1 D. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a Final
5 Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 Final Judgment and Order Granting Final Approval of Class Action
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
9 any appeal from the Judgment and Order Granting Final Approval of Class
10 Action Settlement; and
- 11 4. Defendant fully funds the Gross Fund Value.

12 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
13 not preliminarily or finally approved by the Court, fails to become effective, or is
14 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
15 Defendant from obtaining a complete resolution of the Released Class Claims, or if
16 Defendant fails to fully fund the Gross Fund Value:

- 17 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
18 and shall not be admissible in any judicial, administrative or arbitral
19 proceeding for any purpose or with respect to any issue, substantive or
20 procedural;
- 21 2. The conditional class certification (obtained for any purpose) shall be void *ab*
22 *initio* and of no force or effect, and shall not be admissible in any judicial,
23 administrative or arbitral proceeding for any purpose or with respect to any
24 issue, substantive or procedural; and
- 25 3. None of the Parties to this Settlement will be deemed to have waived any
26 claims, objections, defenses or arguments in the Action, including with respect
27 to the issue of class certification.

4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Penalties described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Penalties. The Parties agree that the tax allocation of the payments to the Settlement Class Members shall be designated as 10% wages, 70% penalties, and 20% pre-judgment interest.

H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax

advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Within fourteen (14) calendar days of execution of this Agreement, or as soon thereafter as practicable, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement, and all accompanying exhibits. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion. The Parties further agree to meet and confer on acceptable language to be included in the motion for preliminary approval referencing Defendant's extensive and successful wage-and-hour compliance efforts and practices for reference in Plaintiff's *Kullar* analysis.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; translating the Notice packet at the request of Settlement Class Members; receiving and reporting

1 the objections and requests for exclusion; calculating, deducting and remitting all
2 legally required taxes from Individual Settlement Payments and distributing tax forms
3 for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments
4 and/or Aggrieved Employees' individual shares of the PAGA Penalties; issuing to
5 Plaintiff, Class Members, and Plaintiff's Counsel any W-2s, IRS Form-1099s, or other
6 tax forms as may be required by law for all amounts paid pursuant to this Settlement;
7 processing and mailing tax payments to the appropriate state and federal taxing
8 authorities; providing declaration(s) as necessary in support of preliminary and/or final
9 approval of this Settlement; providing weekly status reports to counsel for the Parties
10 (including e.g., any opt-outs or any challenges to the Individual Settlement Payment
11 calculation); and performing additional address searches for mailed Notice Packets
12 that are returned as undeliverable. Upon completion of administration of the
13 Settlement, the Claims Administrator will provide a written declaration under oath to
14 certify such completion to the Court and counsel for all Parties and other tasks as the
15 Parties mutually agree or the Court orders the Settlement Administrator to perform.
16 The Settlement Administrator shall keep the Parties timely apprised of the performance
17 of all Settlement Administrator responsibilities by among other things, sending a
18 weekly status report to the Parties' counsel stating the date of the mailing, the of
19 number of Elections Not to Participate in Settlement it receives (including the numbers
20 of valid and deficient), and number of objections received.

21 K. Notice Procedure.

- 22 1. Class Data. No later than ten (10) business days after the Preliminary
23 Approval Date, Defendant shall provide the Settlement Administrator with the
24 Class Data for purposes of preparing and mailing Notice Packets to the Class
25 Members. Within fourteen (14) calendar days after receiving the Class List
26 from Defendant, the Claims Administrator will mail a Notice Packet to all
27 Class Members via regular First-Class U.S. Mail, using the last known mailing
28 addresses identified in the Class List.

2. Notice Packets.

- a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and PAGA Class Members that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Penalties and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Penalties will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Penalties, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the PAGA Penalties, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Workweeks. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the PAGA Penalties regardless of whether they request to be excluded from the Settlement.
- b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

4 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
5 Settlement Administrator will perform a search based on the National Change
6 of Address Database to update and correct any known or identifiable address
7 changes. No later than twenty-one (21) calendar days after preliminary
8 approval of the Settlement, the Settlement Administrator shall mail copies of
9 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
10 electronic mail. The Settlement Administrator shall exercise its best judgment
11 to determine the current mailing address for each Class Member. The address
12 identified by the Settlement Administrator as the current mailing address shall
13 be presumed to be the best mailing address for each Class Member.

14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided. If no forwarding address is
17 provided, the Settlement Administrator shall promptly attempt to determine a
18 correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Class Member involved, and
20 shall then perform a re-mailing, if another mailing address is identified by the
21 Settlement Administrator. In addition, if any Notice Packets, which are
22 addressed to Class Members who are currently employed by Defendant, are
23 returned to the Settlement Administrator as non-delivered and no forwarding
24 address is provided, the Settlement Administrator shall notify Defendant.
25 Defendant will request that the currently employed Class Member provide a
26 corrected address, and transmit to the Administrator any corrected address
27 provided by the Class Member. Class Members who received a re-mailed
28

1 Notice Packet shall have their Response Deadline extended fifteen (15) days
2 from the original Response Deadline.

3 5. Disputes Regarding Individual Settlement Payments. Class Members must
4 postmark and send their written dispute to the Class Administrator regarding
5 their Individual Settlement Payment, including but not limited to any disputes
6 of their employment start and end dates, within forty-five (45) days from the
7 date the Notice Packet was sent, and must, provide documentation and/or an
8 explanation to show any contrary dates of employment. The postmarked date
9 shall be the exclusive means to determine whether a Settlement Class Member
10 timely submitted their written dispute to the Class Administrator. Settlement
11 Class Members who do not submit a written dispute will be deemed to have
12 waived any dispute to their Individual Settlement Payment. If a dispute is
13 timely submitted, the Settlement Administrator will consult with the Parties
14 to determine whether an adjustment is warranted. The Settlement
15 Administrator shall determine the eligibility for, and the amounts of, any
16 Individual Settlement Payments under the terms of this Agreement. The
17 Settlement Administrator's determination of the eligibility for and amount of
18 any Individual Settlement Payment shall be binding upon the Class Member
19 and the Parties. Class Members who received a re-mailed Notice Packet shall
20 have their Response Deadline extended fifteen (15) days from the original
21 Response Deadline for purposes of submitting disputes.

22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
23 by the Settlement Administrator concerning the administration of the
24 Settlement will be resolved by the Court under the laws of the State of
25 California. Before any such involvement of the Court, counsel for the Parties
26 will confer in good faith to resolve the disputes without the necessity of
27 involving the Court.
28

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a signed copy of the Request for Exclusion form
4 to the Settlement Administrator by the Response Deadline. A Request for
5 Exclusion form will be mailed together with the Notice Packet to all Class
6 Members. The Request for Exclusion will not be valid if it is not timely
7 submitted within forty-five (45) days of the date the Notice Packet was sent,
8 if it is not signed by the Class Member, or if it does not contain the name and
9 address and last four digits of the Social Security number of the Class
10 Member, and it must contain a written statement requesting to be excluded
11 from this Settlement. The date of the postmark on the mailing envelope or fax
12 stamp on the Request for Exclusion shall be the exclusive means used to
13 determine whether the request for exclusion was timely submitted. Class
14 Members who received a re-mailed Notice Packet shall have their Response
15 Deadline extended fifteen (15) days from the original Response Deadline for
16 purposes of submitting Requests for Exclusion. Any Class Member who
17 submits a timely Request for Exclusion shall be excluded from the Settlement
18 Class will not be entitled to an Individual Settlement Payment and will not be
19 otherwise bound by the terms of the Settlement or have any right to object,
20 appeal or comment thereon. However, any Class Member that submits a
21 timely Request for Exclusion that is also an Aggrieved Employee will still
22 receive his/her pro rata share of the PAGA Penalties, as specified below, and
23 in consideration, will be bound by the Release by the PAGA Class as set forth
24 herein. Settlement Class Members who fail to submit a valid and timely
25 Request for Exclusion on or before the Response Deadline shall be bound by
26 all terms of the Settlement and any final judgment entered in this Action if the
27 Settlement is approved by the Court. No later than fourteen (14) calendar days
28 after the Response Deadline, the Settlement Administrator shall provide

counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. Defendant retains the right, in the exercise of its sole discretion, to nullify the settlement within thirty (30) days after expiration of the exclusion period, if ten percent (10%) or more of Class Members exclude themselves from the Settlement. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may timely submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline for purposes of submitting a Notice of Objection. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, unless the Court otherwise permits their objections at the Final

1 Approval/Settlement Fairness Hearing. Settlement Class Members will have
2 a right to appear at the Final Approval/Settlement Fairness Hearing to have
3 their objections heard by the Court regardless of whether they submitted a
4 written objection. At no time shall any of the Parties or their counsel seek to
5 solicit or otherwise encourage Class Members to file or serve written
6 objections to the Settlement or appeal from the Order and Final Judgment.
7 Class Counsel will not represent or encourage any Class Members with
8 respect to any such objections to this Settlement. Class Members who submit
9 a written request for exclusion may not object to the Settlement. Each Party
10 retains the right to respond to any objection raised by a Class Member,
11 including the right to file responsive documents in Court prior to the Final
12 Approval Hearing or as otherwise ordered or accepted by the Court. Class
13 Members may not object to the PAGA Penalties. The Claims Administrator
14 shall provide counsel for the Parties with complete copies of all objections
15 received, including the date of postmark or fax receipt confirmation for each
16 objection, within five (5) business days of receipt. Class Counsel will provide
17 copies of any objections and supporting documents to the Court at least
18 sixteen (16) court days before the Preliminary Approval Hearing.

19 L. Funding and Allocation of the Gross Fund Value. Defendant is required to pay the
20 Gross Fund Value plus any employer's share of payroll taxes as mandated by law
21 within the time specified hereinabove.

22 1. Calculation of Individual Settlement Payments. Individual Settlement
23 Payments shall be paid from the Net Fund Value and shall be paid pursuant to
24 the formula set forth herein. Using the Class Data, the Settlement
25 Administrator shall add up the total number of Workweeks for all Class
26 Members. The respective Workweeks for each Class Member will be divided
27 by the total Workweeks for all Class Members, resulting in the Payment Ratio
28 for each Class Member. Each Class Member's Payment Ratio will then be

multiplied by the Net Fund Value to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Penalties.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 10% wages ("Wage Portion") and 70% penalties ("Penalties Portion"), and 20% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members

1 and/or Aggrieved Employees under this Settlement Agreement, as well as any
2 other payments made pursuant to this Settlement Agreement, will not be
3 utilized to calculate any additional benefits under any benefit plans to which
4 any Class Members may be eligible, including, but not limited to profit-
5 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
6 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
7 Parties' intention that this Settlement Agreement will not affect any rights,
8 contributions, or amounts to which any Class Members may be entitled under
9 any benefit plans.

10 6. All monies received by Settlement Class Members under the Settlement which
11 are attributable to wages shall constitute income to such Settlement Class
12 Members solely in the year in which such monies actually are received by the
13 Settlement Class Members. It is the intent of the Parties that Individual
14 Settlement Payments and individual shares of the PAGA Penalties provided for
15 in this Settlement agreement are the sole payments to be made by Defendant to
16 Settlement Class Members and/or Aggrieved Employees in connection with this
17 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
18 Class Members and/or Aggrieved Employees are not entitled to any new or
19 additional compensation or benefits as a result of having received the Individual
20 Settlement Payments and/or their shares of the PAGA Penalties.

21 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
22 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
23 and/or Aggrieved Employees' last known mailing address no later than thirty
24 (30) business days after the Effective Date.

25 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
26 Employees shall remain valid and negotiable for one hundred and eighty (180)
27 days from the date of their issuance. If a Settlement Class Member and/or
28 Aggrieved Employees does not cash his or her settlement check within 90

1 days, the Settlement Administrator will send a letter to such persons, advising
2 that the check will expire after the 180th day, and invite that Settlement Class
3 Member and/or Aggrieved Employees to request reissuance in the event the
4 check was destroyed, lost or misplaced. In the event an Individual Settlement
5 Payment and/or Aggrieved Employees' individual share of the PAGA
6 Penalties check has not been cashed within one hundred and eighty (180) days,
7 all funds represented by such uncashed checks, plus any interest accrued
8 thereon, shall be paid to the Community Law Project pursuant to California
9 Code of Civil Procedure section 386.

- 10 9. Enhancement Award. In addition to the Individual Settlement Payment and
11 her individual share of the PAGA Penalties to be paid to Plaintiff, Plaintiff
12 will apply to the Court for an award of not more than \$10,000.00, as the
13 Enhancement Award. Defendant will not oppose a Enhancement Award of
14 not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall
15 pay the Enhancement Award, either in the amount stated herein if approved
16 by the Court or some other amount as approved by the Court, to Plaintiff from
17 the Gross Fund Value no later than thirty (30) business days after the Effective
18 Date. Any portion of the requested Enhancement Award that is not awarded
19 to the Class Representative shall be part of the Net Fund Value and shall be
20 distributed to Settlement Class Members as provided in this Agreement. The
21 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
22 for her Enhancement Award. Plaintiff shall be solely and legally responsible
23 to pay any and all applicable taxes on her Enhancement Award and shall hold
24 harmless the Released Parties from any claim or liability for taxes, penalties,
25 or interest arising as a result of the Enhancement Award. The Enhancement
26 Award shall be in addition to Plaintiff's Individual Settlement Payment as a
27 Settlement Class Member. Approval of this Settlement shall not be
28 conditioned on Court approval of the requested amount of the Enhancement

Award. If the Court reduces or does not approve the requested Enhancement Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees and Attorney Expenses. Defendant understands a motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Fund Value currently estimated to be \$443,333.33 plus Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars (\$30,000.00), from the Gross Fund Value will be filed. Any portion of the requested Attorneys' Fees that is not awarded to Class Counsel shall be part of the Net Fund Value and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Fund Value no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Penalties. Fifty Thousand Dollars (\$50,000) shall be allocated from the Gross Fund Value for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties (\$37,500) to the California Labor and Workforce Development Agency no later than thirty (30) business days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Penalties (\$12,500) will be distributed to the Aggrieved Employees as described in this

Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Penalties to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Fund Value. The estimate of the Administration Costs is \$50,000.00. The Settlement Administrator shall be paid the Administration Costs no later than thirty (30) business days after the Effective Date. Any and all administration cost will be paid from the Gross Fund Value. The Parties hereby acknowledge that the Claims Administration Costs may increase marginally above the current estimate of \$50,000.00 and that any such additional Claims Administration Costs that are approved by the Parties’ counsel and the Court shall be taken out of the Gross Fund Settlement.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Enhancement Award, the Attorneys’ Fees and Costs, the PAGA Penalties, and the Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff’s motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount

of the average Individual Settlement Payment and highest Individual Settlement Payment, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will prepare all papers required to obtain Preliminary Approval and Final Approval and will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three Court days before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Plaintiff's Individual Claims. As a condition precedent to this Agreement, Plaintiff will execute a separate, stand-alone individual settlement agreement, which shall provide for a separate individual payment, and which shall provide for an additional broad release, including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims

1 arising out of the Action, as well as additional claims described in the individual
2 settlement agreement, which are separate and different from the claims alleged in the
3 Action.

4 S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement,
5 described in paragraph "R" immediately above, this Agreement and any attached
6 Exhibit constitute the entire Agreement among these Parties, and no oral or written
7 representations, warranties or inducements have been made to any Party concerning
8 this Agreement or its Exhibit other than the representations, warranties and covenants
9 contained and memorialized in this Agreement and its Exhibit.

10 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate
12 this Agreement and to take all appropriate Action required or permitted to be taken by
13 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
14 documents required to effectuate the terms of this Agreement. The persons signing
15 this Agreement on behalf of Defendant represents and warrants that he/she is
16 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
17 warrants that she is authorized to sign this Agreement and that she has not assigned
18 any claim, or part of a claim, covered by this Settlement to a third-party.

19 U. No Public Comment: The Parties and their counsel agree that they will not issue any
20 press releases, initiate any contact with the press, respond to any press inquiry, or have
21 any communication with the press about the fact, amount or terms of the Settlement
22 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
23 of its terms for any marketing or promotional purposes. Nothing herein will restrict
24 Class Counsel from including publicly available information regarding this settlement
25 in future judicial submissions regarding Class Counsel's qualifications and experience.
26 Further, Class Counsel will not include, reference or use the Settlement Agreement for
27 any marketing or promotional purposes, either before or after the Motion for
28 Preliminary Approval is filed.

- 1 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 X. Counterparts. This Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same
7 instrument provided that counsel for the Parties to this Agreement shall exchange
8 among themselves copies or originals of the signed counterparts.
- 9 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
10 is a fair, adequate and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive arms-length negotiations, taking into account all relevant
12 factors, present and potential.
- 13 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
14 respect to the interpretation, implementation and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of
17 interpreting, implementing and enforcing the settlement and all orders and judgments
18 entered in connection with this Agreement.
- 19 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
20 the Court shall first attempt to construe the provisions valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this
22 Agreement valid and enforceable.
- 23 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
24 and settled separately by an individual settlement agreement between the Parties
25 described in paragraph “R” above, Plaintiff and Class Counsel represent that they do
26 not currently intend to pursue any claims against the Released Parties, including, but
27 not limited to, any and all claims relating to or arising from Plaintiff’s employment
28 with Defendant, regardless of whether Class Counsel is currently aware of any facts or

1 legal theories upon which any claims or causes of action could be brought against
2 Released Parties, including those facts or legal theories alleged in the operative
3 complaint in this Action. The Parties further acknowledge, understand and agree that
4 this representation is essential to the Agreement and that this Agreement would not
5 have been entered into were it not for this representation.

6 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
7 certification for purposes of this settlement only.

8 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
9 Released Class Claims have merit and give rise to liability on the part of Defendant.
10 Defendant claims that the Released Class Claims have no merit and do not give rise to
11 liability. This Agreement is a compromise of disputed claims. Nothing contained in
12 this Agreement and no documents referred to and no action taken to carry out this
13 Agreement may be construed or used as an admission by or against the Defendant or
14 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
15 than as may be specifically set forth herein, each Party shall be responsible for and
16 shall bear its/his own attorney's fees and costs.

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

24 FF. Waiver. No waiver of any condition or covenant contained in this Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
26 considered to imply or constitute a further waiver by such party of the same or any
27 other condition, covenant, right or remedy.
28

GG. Amended Judgment. If an amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

HH. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Feb 24, 2023

Bria Ware

Bria Ware (Feb 24, 2023 09:55 PST)

BRIA WARE

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

SHAKE SHACK ENTERPRISES, LLC

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: February 24, 2023

JCL LAW FIRM, A.P.C.

By: 

GG. Amended Judgment. If an amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

HH. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

BRIA WARE

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 03/03/23 _____

DocuSigned by:

Ron Palmese

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SHAKE SHACK ENTERPRISES, LLC
Ronald Palmese, Jr., Chief Legal Officer

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

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Attorneys for Plaintiff and the Settlement Class
Members

DATED: February 24, 2023

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

FOX ROTHSCHILD, LLP

By: _____
Nancy Yaffe, Esq.
Attorneys for Defendant

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Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: 03/03/23

FOX ROTHSCHILD, LLP

DocuSigned by:
NANCY YAFFE
By: _____
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Nancy Yaffe, Esq.
Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court Case No. 21CV002063)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<[REDACTED]>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

If you are a current, or were a former, non-exempt employee of Shake Shack Enterprises, LLC (“Shake Shack” or “Defendant”) in California at any time from July 1, 2019, through January 11, 2023, a class action lawsuit may affect your rights.

A proposed class action settlement (the “Settlement”) of the lawsuit *Bria Ware v. Shake Shack Enterprises, LLC*, Case No. 21CV002063, pending in the Alameda County Superior Court (the “Court”) has been reached between Plaintiff Bria Ware (“Plaintiff”) and Shake Shack. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.** This notice is not an expression of any opinion of the Court as to the merits of any of the claims or defenses asserted by either party. Shake Shack denies that it is liable on any of the claims alleged by Plaintiff.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All of Defendant’s current and former non-exempt California employees at any time during the Class Period.

The “Class Period” is the period of time running from July 1, 2019, and continuing until January 11, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On November 8, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Alameda. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (i) Failed to provide reporting time pay in violation of Wage Order No. 5; and (j) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Shake Shack denies and disputes all claims asserted in the Action and denies that it is liable on any of the claims. Shake Shack contends it properly paid members of the class all wages and overtime that was due; it provided members of the class with all legally required meal breaks and rest breaks; it paid any members of the class all wages due them at the timely upon separation; it provided accurate, itemized wage statements to members of the class; it did not violate California Business and Professions Code section 17200 *et seq.*; it fully reimbursed members of the class for required business expenses; it paid all reporting time pay that was due; that the Action cannot properly be maintained as a class action; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 14, 2022, the Parties participated in an all-day mediation with Steven J. Rottman, Esq., an experienced mediator of wage-and-hour class and PAGA actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Fund Value. Defendant has agreed to pay an “all in” amount of One Million, Three-Hundred and Thirty Thousand Dollars (\$1,330,000) (the “Gross Fund Value”) to fund the settlement. The Gross Fund Value includes the payment of all Individual Settlement Payments to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Administration Costs, PAGA Penalties, and the Enhancement Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Fund Value by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Fund Value. The Settlement provides for certain payments to be made from the Gross Fund Value, which will be subject to final Court approval, and which will be deducted from the Gross Fund Value before settlement payments are made to Class Members, as follows:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$50,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of attorneys' fees not to exceed 1/3 of the Gross Fund Value (currently \$443,333.33) and an award of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Enhancement Award. Enhancement Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees and Costs, the Enhancement Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Fund Value, the remaining portion, called the "Net Fund Value," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Fund Value by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. Employees will receive a pro-rata share of the Net Fund Value based on the number of workweeks that they were employed. A "workweek" is defined as the number of weeks during the Class Period that each Class Member was employed as a non-exempt employee of Defendant.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all of Defendant's current and former non-exempt California employees at any time during the PAGA Period. The PAGA Period means the period between August 19, 2020, and continuing until January 11, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 10% of each Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 70% of each Settlement Payment is allocated to penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. 20% of each Settlement Payment is allocated to interest, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend

anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Fund Value by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or and reasonably related to the allegations and claims asserted in the Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to overtime, COVID-19 testing and screening, final pay upon termination, and minimum wage), alleged unpaid meal and rest break premiums, itemized wage statement penalties, waiting time penalties under the California Labor Code or Business & Professions Code (including Section 17200 *et seq.*), reimbursement of business expenses (including but not limited to COVID-19 testing), and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties; and any other benefit claimed on account of the allegations asserted in Complaint. This release shall apply to all claims arising during the Class Period. The class action release expressly excludes release of PAGA claims.

The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Fund Value by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for civil penalties arising under PAGA alleged in the Complaint and Plaintiff's August 19, 2021 PAGA notice to the LWDA and all accompanying attorneys' fees and costs, which occurred during the PAGA Period. This PAGA release continues through January 11, 2023.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (July 1, 2019 to January 11, 2023).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (August 19, 2020 to January 11, 2023).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to receive the money described above, do nothing. If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than forty-five (45) days after the Notice Packet was sent or fifteen (15) days from the re-mailed Notice.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: [REDACTED] (800) [REDACTED].

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\[REDACTED\].com](http://www.[REDACTED].com)

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must timely submit to the Settlement Administrator, by First Class Mail, a written, signed, and dated request for exclusion postmarked no later than forty-five (45) days from the date the Notice Packet was sent. The address for the Settlement Administrator is [REDACTED]. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court, Case No. 21CV002063*. **I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.**" The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after forty-five (45) days after the date the Notice Packet was sent, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. Any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Penalties, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court, Case No. 21CV002063*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendant:

Nancy Yaffe, Esq.
Fox Rothschild LLP
10250 Constellation Boulevard, Suite 900
Los Angeles, CA 90067
Tel.: (310) 598-4150
Fax: (310) 556-9828
E-Mail: nyaffe@foxrothschild.com

9. When and where will the Court decide whether to approve the Settlement?

You are not required to attend the Final Approval Hearing where the Court will decide whether to approve the Settlement. If you wish to attend, the Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the Alameda County Superior Court, Department 23, located at 1221 Oak Street, Oakland, CA 94612 before Judge Brad Seligman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to *Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court, Case No. 21CV002063*, Settlement Administrator, c/o [REDACTED].

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);