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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

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

Defendants.

Case No. 21CV002063

[PROPOSED] JUDGMENT

Date: October 17, 2023
Time: 3:00 p.m.

Judge: Hon. Brad Seligman
Dept.: 23

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Payment duly came on for hearing on October 17, 2023, before
4 the above-entitled Court. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Civil Penalty Payment and
6 good cause appearing therefor,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement
9 only. The Class is defined as "All of Defendant's current and former non-exempt California
10 employees at any time during the period beginning July 1, 2019, and continuing until January 11,
11 2023 ["Class Period"]."

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

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

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

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

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

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

27 7. As of the date the Defendant funds the Gross Fund Value, the Plaintiff, the Labor
28 and Workforce Development Agency (“LWDA”), the State of California, and each “Aggrieved

1 Employee” have released the Released Parties from the “Released PAGA Claims” for the “PAGA
2 Period” as set forth in the Agreement.

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

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

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

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

13 9. This Court hereby grants final approval and awards the following: (i) \$473,333.33
14 for the Class Counsel Fees and Litigation Expenses Payment comprised of attorneys’ fees in the
15 amount of Four Hundred Forty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-
16 Three Cents (\$443,333.33) (“Class Counsel Fees Payment”) and reimbursement of costs and
17 expenses in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (“Class Counsel
18 Litigation Expenses”); (ii) the Enhancement Award to Class Representative, Bria Ware, in the
19 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Settlement Administration
20 Costs of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to ILYM Group, Inc.; (iv) Thirty-
21 Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00) (75% of the PAGA Civil
22 Penalty Payment) to the Labor and Workforce Development Agency (“LWDA Payment”); and
23 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) (25% of the PAGA Civil
24 Penalty Payment) allocated to the Individual PAGA Payments.

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

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

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7 DATED: _____, 2023

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Hon. Brad Seligman
JUDGE OF THE SUPERIOR COURT