

FILED
ALAMEDA COUNTY

OCT 19 2023

CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

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.

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


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

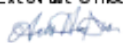
15 (b) The “Released Parties” are defined as Defendant and each of their past,
16 present and future agents, employees, servants, officers, directors, members, owners (whether
17 direct or indirect), general partners, limited partners, trustees, representatives, shareholders,
18 stockholders, mortgagees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

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(l)(3).

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

6 DATED: 10/19, 2023
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11 Hon. Brad Seligman
12 JUDGE OF THE SUPERIOR COURT
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<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 10/19/2023</p>
<p>PLAINTIFF/PETITIONER: Bria Ware</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By:  Deputy</p>
<p>DEFENDANT/RESPONDENT: Shake Shack Enterprises, LLC, a New York Limited Liability Company</p>	<p align="center">A. Hewitt</p>
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: 21CV002063</p>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Other Court Judgment - 10/19/2023 entered for Plaintiff Bria Ware against Defendant Shake Shack Enterprises, LLC, a New York Limited Liability Company. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Jean Claude Lapuyade
JCL Law Firm
jlapuyade@jcl-lawfirm.com

Dated: 10/19/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Hewitt, Deputy Clerk