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Attorneys for Plaintiff, ANGEL MEN CHAN,  
on behalf of herself and all others similarly situated  
and aggrieved,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ANGEL MEN CHAN, an individual, and on  
behalf of all others similarly situated,  
  
Plaintiff,  
  
v.  
  
PANERA, LLC, a Delaware limited liability  
company, and BEVERLY NGUYEN, an  
individual; and DOES 1 through 100, inclusive  
  
Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles  
**01/29/2026**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     E. Muñoz                     Deputy

CASE NO.: 23STCV09024  
[Assigned to the Hon. William F. Highberger  
in Dept. 10]  
  
~~[PROPOSED]~~ **JUDGMENT**

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action  
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion  
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final  
6 Approval”) and the parties’ Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or  
7 “Settlement Agreement”). All terms used herein shall have the same meaning as defined in the  
8 Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all  
10 individuals who performed work in any non-exempt, hourly-paid position for Defendant Panera,  
11 LLC (“Defendant”) at any time from April 21, 2019 through October 22, 2024 (the "Class Period")  
12 in the State of California.

13 3. “Aggrieved Employees” means all individuals who performed work in any non-exempt  
14 position for Defendant at any time from April 21, 2022 through October 22, 2024 (the "PAGA  
15 Period") in the State of California.

16 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members  
17 objected to the Settlement.

18 5. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds into  
19 an account created by the Administrator, and also fund the amounts necessary to fully pay  
20 Defendant’s share of payroll taxes as calculated by the Administrator, no later than fourteen (14)  
21 business days after the Effective Date. Upon Defendant’s transfer of the Gross Settlement Amount  
22 and its share of the employer payroll taxes, Defendant, the Released Parties and Defendant’s  
23 Counsel shall have no further monetary liability or financial responsibility to Class Counsel,  
24 Plaintiff, Class Members, Administrator or any vendors or third parties employed by Plaintiff, Class  
25 Counsel, and/or the Administrator in connection with the Actions. Defendant shall not be obligated  
26 to make any payments contemplated by the Agreement unless and until the Court enters the Final  
27 Approval Order and Final Judgment, and after the Effective Date of the Agreement.

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1           6.       For any Class Member whose Individual Class Payment check or Individual PAGA  
2 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall  
3 transmit the funds represented by such checks to the California Controller’s Office, Unclaimed  
4 Property Fund.

5           7.       Upon the Effective Date of the Settlement, Plaintiff and each Class Member, for  
6 themselves and their respective former and present spouses, domestic partners, children, estates,  
7 trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
8 will fully and finally forever release and discharge Defendant and all Released Parties from the  
9 Released Class Claims including any and all claims, causes of action, demands, damages, or  
10 liabilities arising at any time during the Class Period that were pled or which could have been pled  
11 based on the factual allegations contained in the Operative Complaint, including but not limited to  
12 claims for: (i) failure to pay overtime wages in violation of Labor Code §§ 226.2, 510, 1194 and  
13 1199; (ii) failure to pay minimum wages in violation of Labor Code §§ 218.6, 1194, 1194.2, 1197  
14 and 1199 and C.C.P. §§ 1021.5 and 1032; (iii) failure to authorize and provide meal periods in  
15 violation of Labor Code §§ 226.7 and 512; (iv) failure to authorize and permit rest breaks in violation  
16 of Labor Code §§ 226 and 226.7; (v) failure to timely pay final wages at termination in violation of  
17 Labor Code §§ 201-203 and 218.6; (vi) failure to provide accurate itemized wage statements in  
18 violation of Labor Code § 226; (vii) failure to pay timely wages during employment in violation of  
19 Labor Code §§ 204, 210, and 218.6; (viii) failure to indemnify necessary business expenses in  
20 violation of Labor Code §§ 2802; and (ix) unfair business practices in violation of Cal. Business &  
21 Professions Code §§ 17200 arising from the Labor Code violations at issue in the operative pleading  
22 in the Class Action (collectively, the “Released Claims”). The Released Claims include all types of  
23 relief available for the Released Claims, including without limitation any claims for damages,  
24 restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive  
25 relief, declaratory relief, or liquidated damages. The Settlement shall constitute, and may be pleaded  
26 as, a complete and total defense to any such Released Claims if raised in the future. Each Class  
27 Member will be deemed to have made this Release as if by manually signing it. The Notice will  
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1 advise all Class Members of the binding nature of this Release and such Notice shall have the same  
2 force and effect as if the Agreement were executed by each Settlement Class Member.

3 8. Upon the Effective Date of the Settlement, Plaintiff, the LWDA and the State of  
4 California, by and through Plaintiff as an agent and proxy of the LWDA, and each PAGA Employee,  
5 for themselves and their respective former and present spouses, domestic partners, children, estates,  
6 trusts, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
7 forever completely release and discharge the Released Parties from any and all claims, causes of  
8 action, demands, damages, or liabilities arising at any time during the PAGA Period which were  
9 pled or which could have been pled based on the factual allegations contained in the PAGA Notice  
10 submitted by Plaintiff on October 21, 2023 and the Operative Complaint for any relief available  
11 under PAGA in connection with said claims, including, without limitation, for civil penalties,  
12 attorney's fees and costs. Each PAGA Employee and the LWDA will be deemed to have made this  
13 Release as if by manually signing it, whether they timely submit a Request for Exclusion from the  
14 Settlement Class or not. The Notice will advise all Aggrieved Employees of the binding nature of  
15 this Release and such Notice shall have the same force and effect as if the Agreement were executed  
16 by each Aggrieved Employee. The Agreement may be pleaded by any Released Party as a full and  
17 complete defense to and may be used as the basis for an injunction against, any action, suit, or other  
18 proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released  
19 PAGA Claim. The Release of PAGA Released Claims will therefore be binding upon all Aggrieved  
20 Employees, regardless of whether they cash, deposit, or negotiate their settlement checks within the  
21 180-day period.

22 9. The "Released Parties" shall include: Defendant Panera, LLC, including each of its past,  
23 present, and future parent companies, subsidiaries, affiliated and related companies, successors, and  
24 predecessors, and assigns, as well as their respective past, present, and future owners, officers,  
25 directors, employees, managers, agents, principals, representatives, administrators, accountants,  
26 auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit  
27 plans, and attorneys, both individually and in their official capacities, as well as all persons acting  
28 by, through, under, or in concert with any of these persons or entities, and Beverly Nguyen including

1 her heirs, spouses, domestic partners, children, estates, trusts, successors, beneficiaries, executors,  
2 administrators, trustees, conservators, guardians, assigns and representatives.

3 10. This document shall constitute a Judgment for purposes of California Rules of Court,  
4 Rule 3.769(h).

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6 Dated: 01/29/2026



*W.F. Highberger*

7 Judge of the Superior Court  
William F. Highberger / Judge

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