

1 DARREN M. COHEN, Esq., SBN-221938
2 darren@dcohenlegal.com
3 **LAW OFFICES OF DARREN M. COHEN, APC**
4 16133 Ventura Blvd., Suite 1200
5 Encino, CA 91436
6 Telephone: (310) 200-7893

7 Attorneys for Plaintiff and the Proposed Class

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNADINO**

10 SHEALTIEL DOW, an individual, on behalf
11 of herself and others similarly situated,
12 Plaintiff,

13 vs.

14 KLATCH COFFEE INC.; and DOES 1 to
15 50, inclusive,
16 Defendants.

CASE NO.: CIVSB2310155

Assigned for all purposes to Judge Christian
Towns, Dept. S-26

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

17 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
18 between Plaintiff SHEALTIEL DOW (“Plaintiff”) and DEFENDANT KLATCH COFFEE
19 INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,”
20 or individually as “Party.”

21 **1. DEFINITIONS.**

22 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
23 Defendant captioned *Shealtiel Dow v. Klatch Coffee Inc.*, Case Number CIVSB2310155,
24 initiated on May 5, 2023, and pending in Superior Court of the State of California, County of
25 San Bernardino.

26 1.2. “Administrator” means Apex Class Action, LLC the neutral entity the Parties
27 have agreed to appoint to administer the Settlement.
28

1 1.3. "Administration Expenses Payment" means the amount the Administrator will be
2 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
3 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection
4 with Preliminary Approval of the Settlement.

5 1.4. "Aggrieved Employee" means all persons employed by Klatch Coffee Inc. in
6 California and classified as a non-exempt hourly employee during the PAGA Period.

7 1.5. "Class" means all persons employed by Klatch Coffee Inc. in California and
8 classified as non-exempt hourly during the Class Period.

9 1.6. "Class Counsel" means Darren M. Cohen, of Law Offices of Darren M. Cohen,
10 APC.

11 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses
12 Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable
13 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

14 1.8. "Class Data" means Class Member identifying information in Defendant's
15 possession including the Class Member's name, last-known mailing address, Social Security
16 number, and number of Class Period Workweeks and PAGA Pay Periods.

17 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
18 either a Participating Class Member or Non-Participating Class Member (including a Non-
19 Participating Class Member who qualifies as an Aggrieved Employee).

20 1.10. "Class Member Address Search" means the Administrator's investigation and
21 search for current Class Member mailing addresses using all reasonably available sources,
22 methods and means including, but not limited to, the National Change of Address database, skip
23 traces, and direct contact by the Administrator with Class Members.

24 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
25 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
26 Class Members in English in the form, without material variation, attached as Exhibit A and
27 incorporated by reference into this Agreement.

28 1.12. "Class Period" means the period from August 1, 2019 to December 31, 2024.

1 1.13. "Class Representative" means the named Plaintiff in the operative complaint in
2 the Action seeking Court approval to serve as a Class Representative.

3 1.14. "Class Representative Service Payment" means the payment to the Class
4 Representative for initiating the Action and providing services in support of the Action.

5 1.15. "Court" means the Superior Court of California, County of San Bernardino.

6 1.16. "Defendant" means named Defendant Klatch Coffee Inc.

7 1.17. "Defense Counsel" means CKB VIENNA LLP.

8 1.18. "Effective Date" means the date by when both of the following have occurred:
9 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
10 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if
11 no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b)
12 if one or more Participating Class Members objects to the Settlement, the day after the deadline
13 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
14 the day after the appellate court affirms the Judgment and issues a remittitur.

15 1.19. "Final Approval" means the Court's order granting final approval of the
16 Settlement.

17 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
18 Approval of the Settlement.

19 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
20 Approval of the Settlement.

21 1.22. "Gross Settlement Amount" means \$650,000.00 which is the total amount
22 Defendant agrees to pay under the Settlement except as provided in Paragraphs 8 and 9 below.
23 The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
24 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
25 Representative Service Payment and the Administrator's Expenses.

26 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
27 share of the Net Settlement Amount calculated according to the number of Workweeks
28 employed during the Class Period.

1 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
2 25% of the PAGA Penalties calculated according to the number of Workweeks worked during
3 the PAGA Period.

4 1.25. "Judgment" means the judgment entered by the Court based upon the Final
5 Approval.

6 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
7 agency entitled, under Labor Code § 2699, subd. (m).

8 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
9 LWDA under Labor Code § 2699, subd. (m).

10 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the
11 following payments in the amounts approved by the Court: Individual PAGA Payments, the
12 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
14 remainder is to be paid to Participating Class Members as Individual Class Payments.

15 1.29. "Non-Participating Class Member" means any Class Member who opts out of
16 the Settlement by sending the Administrator a valid and timely Request for Exclusion.

17 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved
18 Employee worked for Defendant for at least one day during the PAGA Period. Since Aggrieved
19 Employees were paid biweekly, PAGA Pay Periods are determined by dividing the number of
20 Workweeks (as defined below) by two (2) and rounding up to the nearest whole number (e.g.
21 14.3 is rounded to 15).

22 1.31. "PAGA Period" means the period from May 5, 2022 to December 31, 2024.

23 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et*
24 *seq.*).

25 1.33. "PAGA Notice" means Plaintiff's May 5, 2023 letter to Defendant and the
26 LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).

27 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
28 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and

1 the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

2 1.35. "Participating Class Member" means a Class Member who does not submit a
3 valid and timely Request for Exclusion from the Settlement.

4 1.36. "Plaintiff" means Shealtiel Dow, the named plaintiff in the Action.

5 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval
6 of the Settlement.

7 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary
8 Approval and Approval of PAGA Settlement.

9 1.39. "Released Class Claims" means the claims being released as described in
10 Paragraph 5.2 below.

11 1.40. "Released PAGA Claims" means the claims being released as described in
12 Paragraph 5.2 below.

13 1.41. "Released Parties" means: Defendant and each of its former and present
14 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
15 subsidiaries, and affiliates.

16 1.42. "Request for Exclusion" means a Class Member's submission of a written
17 request to be excluded from the Class Settlement signed by the Class Member.

18 1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice
19 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
20 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or
21 mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent
22 after having been returned undeliverable to the Administrator shall have an additional fourteen
23 (14) calendar days beyond the Response Deadline has expired.

24 1.44. "Settlement" means the disposition of the Action effected by this Agreement and
25 the Judgment.

26 1.45. "Workweek" means any week during which a Class Member worked for
27 Defendant for at least one day, during the Class Period. Workweeks are calculated by
28 determining the total number of days employed by each Class Member and multiplying the total

1 number of days employed by 5/7 to provide the number of workdays during employment. The
2 number of workdays during employment is then divided by 7 and rounded up to the next whole
3 number (e.g. 14.3 is rounded to 15) to obtain the number of “Workweeks” for that Class
4 Member.

5 **2. RECITALS.**

6 2.1. On May 5, 2023, Plaintiff commenced this Action by filing a Complaint alleging
7 causes of action against Defendant for (1) Failure to Pay Wages and/or Overtime Under Labor
8 Code §§ 510, 1194, and 1199; (2) Failure to Keep Records Pursuant to Labor Code § 1199(c)
9 and Wage Order 4-20021; (3) Failure to Provide Meal Periods Pursuant to Labor Code §§ 226.7
10 and 512; (4) Failure to Provide Rest Periods Pursuant to Labor Code § 226.7; (45 Violation of
11 Labor Code § 226(a); (6) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (7)
12 Penalties Pursuant to Labor Code § 203; and (8) Violation of Business & Professions Code §
13 17200. On August 1, 2023, Plaintiff filed a First Amended Class Action Complaint adding an
14 ninth cause of action against Defendant for Penalties Pursuant to Labor Code § 2699, *et seq.*
15 The First Amended Class Action Complaint is the operative complaint in the Action (the
16 “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies
17 any failure to comply with the laws identified in in the Operative Complaint and denies any and
18 all liability for the causes of action alleged.

19 2.2. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave timely written notice to
20 Defendant and the LWDA by sending the PAGA Notice.

21 2.3. On January 9, 2024, the Parties participated in an all-day mediation presided
22 over by Joel M. Grossman, Esq., which did not result in a resolution. However, the Parties
23 continued to meet and confer and exchange additional information in an effort to reach a
24 settlement. With the assistance of the mediator and continued settlement discussions between
25 the Parties, the Parties reached a settlement in principle on December 27, 2024, which led to
26 this Agreement to settle the Action.

27 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through
28 written discovery and informal discovery, time and pay records, employee handbooks,

1 Defendant's policies and procedures, and other relevant information. Plaintiff's investigation
2 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail,*
3 *Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
4 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

5 2.5. The Court has not granted class certification.

6 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not
7 aware of any other pending matter or action asserting claims that will be extinguished or
8 affected by the Settlement.

9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9
11 below, Defendant promises to pay \$650,000.00 and no more as the Gross Settlement Amount
12 and to separately pay any and all employer payroll taxes owed on the Wage Portions of the
13 Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount
14 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
15 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
16 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
17 payment. None of the Gross Settlement Amount will revert to Defendant.

18 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
19 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
20 the Court in the Final Approval:

21 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
22 Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any
23 Individual PAGA Payment the Class Representative is entitled to receive as a Participating
24 Class Member). Defendant will not oppose Plaintiff's request for a Class Representative
25 Service Payment that does not exceed this amount. As part of the motion for Class Counsel
26 Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for
27 any Class Representative Service Payments no later than sixteen (16) court days prior to the
28 Final Approval Hearing. If the Court approves a Class Representative Service Payment less

1 than the amount requested, the Administrator will retain the remainder in the Net Settlement
2 Amount. The Administrator will pay the Class Representative Service Payment using IRS
3 Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the
4 Class Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
6 33 1/3%, which is currently estimated to be \$216,666.67 and a Class Counsel Litigation
7 Expenses Payment of not more than \$16,000.00. Defendant will not oppose requests for these
8 payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a
9 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than
10 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class
11 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
12 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
13 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
14 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
15 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
16 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
17 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
18 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
19 Defendant, from any dispute or controversy regarding any division or sharing of any of these
20 Payments.

21 3.2.3. To the Administrator: An Administrator Expenses Payment not to
22 exceed \$16,500.00 except for a showing of good cause and as approved by the Court. To the
23 extent the Administration Expenses are less, or the Court approves payment less than
24 \$16,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

25 3.2.4. To Each Participating Class Member: An Individual Class Payment
26 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks
27 employed by all Participating Class Members during the Class Period and (b) multiplying the
28 result by each Participating Class Member's Workweeks.

1 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of
2 each Participating Class Member's Individual Class Payment will be allocated to settlement of
3 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will
4 be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual
5 Class Payment will be allocated to settlement of claims for the "Non-Wage Portion". The Non-
6 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
7 Participating Class Members assume full responsibility and liability for any employee taxes
8 owed on their Individual Class Payment.

9 3.2.4.2. Effect of Non-Participating Class Members on Calculation
10 of Individual Class Payments. Non-Participating Class Members will not receive any
11 Individual Class Payments. The Administrator will retain amounts equal to their Individual
12 Class Payments in the Net Settlement Amount for distribution to Participating Class Members
13 on a pro rata basis.

14 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
15 amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00)
16 allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA
17 Payments.

18 3.2.5.1. The Administrator will calculate each Individual PAGA
19 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
20 Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods employed by all
21 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
22 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full
23 responsibility and liability for any taxes owed on their Individual PAGA Payment.

24 3.2.5.2. If the Court approves PAGA Penalties of less than the
25 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
26 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

27 **4. SETTLEMENT FUNDING AND PAYMENTS.**

28 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of

1 its records to date, Defendant estimates there are 626 Class Members who collectively worked a
2 total of 19,500 Workweeks, and 387 Aggrieved Employees who worked a total of 5,160 PAGA
3 Pay Periods.

4 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary
5 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the
6 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
7 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data
8 only for purposes of this Settlement and for no other purpose, and restrict access to the Class
9 Data to Administrator employees who need access to the Class Data to effect and perform under
10 this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
11 discovers that the Class Data omitted class member identifying information and to provide
12 corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel
13 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
14 related to missing or omitted Class Data.

15 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
16 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of
17 payroll taxes, by transmitting the funds to the Administrator as follows: (1) \$300,000.00 shall
18 be paid by Defendant by December 31, 2024¹ to the Administrator and (2) the \$350,000.00
19 balance plus the Defendant's share of payroll taxes to be determined by the Administrator shall
20 be paid to the Administrator within thirty (30) days of Final Approval of the Settlement or by
21 September 15, 2025, whichever is later.

22 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
23 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
24 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
25 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
26 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of
27

28 ¹ These funds were paid pursuant to the Memorandum of Understanding executed by the Parties.

1 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
2 Representative Service Payment shall not precede disbursement of Individual Class Payments
3 and Individual PAGA Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments
5 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
6 Mail, postage prepaid. The face of each check shall prominently state the date (not less than
7 180 days after the date of mailing) when the check will be voided. The Administrator will
8 cancel all checks not cashed by the void date. The Administrator will send checks for
9 Individual Settlement Payments to all Participating Class Members (including those for whom
10 Class Notice was returned undelivered). The Administrator will send checks for Individual
11 PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who
12 qualify as Aggrieved Employees (including those for whom Class Notice was returned
13 undelivered). The Administrator may send Participating Class Members a single check
14 combining the Individual Class Payment and the Individual PAGA Payment. Before mailing
15 any checks, the Settlement Administrator must update the recipients' mailing addresses using
16 the National Change of Address Database.

17 4.4.2. The Administrator must conduct a Class Member Address Search for all
18 other Class Members whose checks are returned undelivered without USPS forwarding address.
19 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to
20 the USPS forwarding address provided or to an address ascertained through the Class Member
21 Address Search. The Administrator need not take further steps to deliver checks to Class
22 Members whose re-mailed checks are returned as undelivered. The Administrator shall
23 promptly send a replacement check to any Class Member whose original check was lost or
24 misplaced, requested by the Class Member prior to the void date.

25 4.4.3. For any Class Member whose Individual Class Payment check or
26 Individual PAGA Payment check is uncashed and cancelled after the void date, the
27 Administrator shall transmit the funds represented by such checks to the California Controller's
28 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"

1 subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

2 4.4.4. The payment of Individual Class Payments and Individual PAGA
3 Payments shall not obligate Defendant to confer any additional benefits or make any additional
4 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
5 this Agreement.

6 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
7 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
8 the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
9 against all Released Parties as follows:

10 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
12 release and discharge Released Parties from all claims, transactions, or occurrences, including,
13 but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the
14 facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably
15 could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
16 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
17 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
18 benefits, social security benefits, workers' compensation benefits that arose at any time, or
19 based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
20 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
21 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
22 effective in all respects, notwithstanding such different or additional facts or Plaintiff's
23 discovery of them.

24 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.
25 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
26 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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28 ///

1 A general release does not extend to claims that the creditor or
2 releasing party does not know or suspect to exist in his or her
3 favor at the time of executing the release, and that if known by
4 him or her would have materially affected his or her settlement
5 with the debtor or Released Party.

6 **5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:**

7 All Participating Class Members, on behalf of themselves and their respective former and
8 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
9 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
10 on the Class Period facts stated in the Operative Complaint, including any and all claims
11 involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records,
12 failure to provide meal periods, failure to provide rest periods, failure to provide accurate
13 itemized wage statements, failure to reimburse expenses, and failure to pay wages upon
14 termination/resignation. Except as set forth in Section 5.3 of this Agreement, Participating
15 Class Members do not release any other claims, including claims for vested benefits, wrongful
16 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
17 disability, social security, workers' compensation, or claims based on facts occurring outside
18 the Class Period.

19 **5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:**

20 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on
21 behalf of themselves and their respective former and present representatives, agents, attorneys,
22 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
23 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
24 facts stated in the Operative Complaint, and the PAGA Notice, including any and all claims
25 involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records,
26 failure to provide meal periods, failure to provide rest periods, failure to provide accurate
27 itemized wage statements, failure to reimburse expenses, and failure to pay wages upon
28 termination/resignation.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare

1 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies
2 with the Court’s current checklist for Preliminary Approvals.

3 6.1 Defendant’s Declaration in Support of Preliminary Approval. Within fourteen
4 (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class
5 Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant
6 to any actual or potential conflicts of interest with the Administrator. In their Declarations,
7 Defense Counsel and Defendant shall aver that they are not aware of any other pending matter
8 or action asserting claims that will be extinguished or adversely affected by the Settlement.

9 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
10 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
11 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
12 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
13 Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
14 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration
15 from the Administrator attaching its “not to exceed” bid for administering the Settlement and
16 attesting to its willingness to serve; competency; operative procedures for protecting the
17 security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds
18 or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
19 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel
20 or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and
21 competency to serve and disclosing all facts relevant to any actual or potential conflicts of
22 interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class
23 Counsel firm attesting to its competency to represent the Class Members; its timely
24 transmission to the LWDA of all necessary PAGA documents (initial notice of violations
25 (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this
26 Agreement (Labor Code § 2699, subd. (l)(2)); and all facts relevant to any actual or potential
27 conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff
28 and Class Counsel Declaration shall aver that they are not aware of any other pending matter or

1 action asserting claims that will be extinguished or adversely affected by the Settlement.

2 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
3 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
4 than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date
5 for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
6 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
7 Preliminary Approval to the Administrator.

8 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
9 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
10 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
11 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
12 Preliminary Approval or conditions Preliminary Approval on any material change to this
13 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
14 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
15 and otherwise satisfy the Court's concerns.

16 **7. SETTLEMENT ADMINISTRATION.**

17 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action,
18 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
19 Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
20 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
21 and their Counsel represent that they have no interest or relationship, financial or otherwise,
22 with the Administrator other than a professional relationship arising out of prior experiences
23 administering settlements.

24 7.2 Employer Identification Number. The Administrator shall have and use its own
25 Employer Identification Number for purposes of calculating payroll tax withholdings and
26 providing reports state and federal tax authorities.

27 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
28 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

1 Regulation § 468B-1.

2 7.4 Notice to Class Members.

3 7.4.1 No later than three (3) business days after receipt of the Class Data, the
4 Administrator shall notify Class Counsel that the list has been received and state the number of
5 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

6 7.4.2 Using best efforts to perform as soon as possible, and in no event later
7 than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class
8 Members identified in the Class Data, via first-class United States Postal Service (“USPS”)
9 mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The
10 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual
11 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number
12 of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
13 Notices, the Administrator shall update Class Member addresses using the National Change of
14 Address database.

15 7.4.3 Not later than three (3) business days after the Administrator’s receipt of
16 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
17 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
19 mail the Class Notice to the most current address obtained. The Administrator has no obligation
20 to make further attempts to locate or send Class Notice to Class Members whose Class Notice is
21 returned by the USPS a second time.

22 7.4.4 The deadlines for Class Members’ written objections, Challenges to
23 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional
24 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all
25 Class Members whose notice is re-mailed. The Administrator will inform the Class Member of
26 the extended deadline with the re-mailed Class Notice.

27 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
28 otherwise discovers any persons who believe they should have been included in the Class Data

1 and should have received Class Notice, the Parties will expeditiously meet and confer in person
2 or by telephone, and in good faith. in an effort to agree on whether to include them as Class
3 Members. If the Parties agree, such persons will be Class Members entitled to the same rights
4 as other Class Members, and the Administrator will send, via email or overnight delivery, a
5 Class Notice requiring them to exercise options under this Agreement not later than fourteen
6 (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
7 later.

8 7.5 Requests for Exclusion (Opt-Outs).

9 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
10 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
11 Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an
12 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request
13 for Exclusion is a letter from a Class Member or his/her representative that reasonably
14 communicates the Class Member's election to be excluded from the Settlement and includes the
15 Class Member's name, address, and email address or telephone number. To be valid, a Request
16 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

17 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
18 because it fails to contain all the information specified in the Class Notice. The Administrator
19 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
20 identity of the person as a Class Member and the Class Member's desire to be excluded. The
21 Administrator's determination shall be final and not appealable or otherwise susceptible to
22 challenge. If the Administrator has reason to question the authenticity of a Request for
23 Exclusion, the Administrator may demand additional proof of the Class Member's identity. The
24 Administrator's determination of authenticity shall be final and not appealable or otherwise
25 susceptible to challenge.

26 7.5.3 Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
28 benefits and bound by all terms and conditions of the Settlement, including the Participating

1 Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of
2 whether the Participating Class Member actually receives the Class Notice or objects to the
3 Settlement.

4 7.5.4 Every Class Member who submits a valid and timely Request for
5 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
6 Payment or have the right to object to the class action components of the Settlement. Because
7 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
8 Participating Class Members who are Aggrieved Employees are deemed to release the claims
9 identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

10 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty
11 (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days
12 for Class Members whose Class Notice is re-mailed) to challenge the number of Class
13 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
14 The Class Member may challenge the allocation by communicating with the Administrator via
15 fax, email, or mail. The Administrator must encourage the challenging Class Member to submit
16 supporting documentation. In the absence of any contrary documentation, the Administrator is
17 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they
18 are consistent with the Class Data. The Administrator's determination of each Class Member's
19 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
20 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
21 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
22 Administrator's determination the challenges.

23 7.7 Objections to Settlement.

24 7.7.1 Only Participating Class Members may object to the class action
25 components of the Settlement and/or this Agreement, including contesting the fairness of the
26 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment and/or Class Representative Service Payment.

28 7.7.2 Participating Class Members may send written objections to the

1 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
2 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
3 Approval Hearing. A Participating Class Member who elects to send a written objection to the
4 Administrator must do so not later than sixty (60) days after the Administrator's mailing of the
5 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was
6 re-mailed).

7 7.7.3 Non-Participating Class Members have no right to object to any of the
8 class action components of the Settlement.

9 7.8 Administrator Duties. The Administrator has a duty to perform or observe all
10 tasks to be performed or observed by the Administrator contained in this Agreement or
11 otherwise.

12 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
13 establish and maintain and use an internet website to post information of interest to Class
14 Members including the date, time and location for the Final Approval Hearing and copies of the
15 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
16 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
18 Approval and the Judgment. The Administrator will also maintain and monitor an email
19 address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

20 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
21 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
22 later than five (5) days after the expiration of the deadline for submitting Requests for
23 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing
24 (a) the names and other identifying information of Class Members who have timely submitted
25 valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying
26 information of Class Members who have submitted invalid Requests for Exclusion; (c) copies
27 of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

28 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide

1 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
2 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
3 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
4 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
5 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
6 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
7 Requests for Exclusion and objections received.

8 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
9 authority to address and make final decisions consistent with the terms of this Agreement on all
10 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
11 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

12 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the
13 date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
14 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
15 for filing in Court attesting to its due diligence and compliance with all of its obligations under
16 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
17 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
18 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
19 number of written objections and attach the Exclusion List. The Administrator will supplement
20 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
21 responsible for filing the Administrator’s declaration(s) in Court.

22 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
23 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
24 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by
25 employee identification number only of all payments made under this Agreement. At least
26 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and
27 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
28 attesting to its disbursement of all payments required under this Agreement. Class Counsel is

1 responsible for filing the Administrator's declaration in Court.

2 **8. CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the
3 date of this Settlement Agreement, (1) there are 626 Class Members and 19,500 Workweeks
4 during the Class Period; and (2) there are 387 Aggrieved Employees who worked 5,160 Pay
5 Periods during the PAGA Period.

6 In addition, following mediation it was estimated that during the statutory period there
7 were a total of approximately 19,500 workweeks worked by Settlement Class Members from
8 August 1, 2019 to December 31, 2024. If it is determined that the number of workweeks during
9 the Class Period exceed 19,500 by more than ten percent (10%), then Defendant will have an
10 option of either: (a) increasing the Maximum Settlement Amount by a pro-rata dollar value for
11 those workweeks in excess of the 1,950 escalation margin (*i.e.*, workweeks in excess of
12 21,450); or (b) ending the Class Period on the date on which the number of workweeks is no
13 more than 10% higher than 1,950 (*i.e.*, 21,450). Under the latter option no additional payment
14 beyond the \$650,000.00 is necessary.

15 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
16 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
17 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
18 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
19 whatsoever, that neither Party will have any further obligation to perform under this Agreement,
20 and all payments of the Gross Settlement Amount shall be returned to Defendant; provided,
21 however, Defendant will remain responsible for paying all Settlement Administration Expenses
22 incurred to that point. Defendant must notify Class Counsel and the Court of its election to
23 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to
24 Defense Counsel; late elections will have no effect.

25 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
26 the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval
27 of the Settlement that includes a request for approval of the PAGA settlement under Labor Code
28 § 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively

1 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
2 Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class
3 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
4 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

5 10.1 Response to Objections. Each Party retains the right to respond to any objection
6 raised by a Participating Class Member, including the right to file responsive documents in
7 Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise
8 ordered or accepted by the Court.

9 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions
10 Final Approval on any material change to the Settlement (including, but not limited to, the
11 scope of release to be granted by Class Members), the Parties will expeditiously work together
12 in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain
13 Final Approval. The Court’s decision to award less than the amounts requested for the Class
14 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
15 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
16 modification to the Agreement within the meaning of this paragraph.

17 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
18 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
19 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
20 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

21 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
22 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
23 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
24 their respective counsel, and all Participating Class Members who did not object to the
25 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
26 including all rights to post-judgment and appellate proceedings, the right to file motions to
27 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal
28 does not include any waiver of the right to oppose such motions, writs or appeals. If an objector

1 appeals the Judgment, the Parties' obligations to perform under this Agreement will be
2 suspended until such time as the appeal is finally resolved and the Judgment becomes final,
3 except as to matters that do not affect the amount of the Net Settlement Amount.

4 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
5 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
6 material modification of this Agreement (including, but not limited to, the scope of release to be
7 granted by Class Members), this Agreement shall be null and void. The Parties shall
8 nevertheless expeditiously work together in good faith to address the appellate court's concerns
9 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
10 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,
11 reverse, or modify the Court's award of the Class Representative Service Payment or any
12 payments to Class Counsel shall not constitute a material modification of the Judgment within
13 the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

14 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
15 Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed
16 amended judgment.

17 **12. ADDITIONAL PROVISIONS.**

18 12.1 No Admission of Liability, Class Certification or Representative Manageability
19 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
20 claims. Nothing in this Agreement is intended or should be construed as an admission by
21 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
22 has any liability for any claims asserted; nor should it be intended or construed as an admission
23 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
24 certification and representative treatment is for purposes of this Settlement only. If, for any
25 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
26 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
27 reserves all available defenses to the claims in the Action, Plaintiff reserves the right to move
28 for class certification on any grounds available and to contest Defendant's defenses, and all

1 payments of the Gross Settlement Amount made by Defendant shall be returned to Defendant.
2 The Settlement, this Agreement and Parties' willingness to settle the Action will have no
3 bearing on, and will not be admissible in connection with, any litigation (except for proceedings
4 to enforce or effectuate the Settlement and this Agreement).

5 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
6 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
7 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
8 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
9 terms of the Agreement directly or indirectly, specifically or generally, to any person,
10 corporation, association, government agency, or other entity except: (1) to the Parties'
11 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
12 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
13 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
14 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
15 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
16 seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately
17 agree not to, directly or indirectly, initiate any conversation or other communication, before the
18 filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or
19 the matters giving rise to this Agreement except to respond only that "the matter was resolved,"
20 or words to that effect. This paragraph does not restrict Class Counsel's communications with
21 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

22 12.3 No Solicitation. The Parties separately agree that they and their respective
23 counsel and employees will not solicit any Class Member to opt out of or object to the
24 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
25 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
26 Counsel's ethical obligations owed to Class Members.

27 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
28 Agreement together with its attached exhibits shall constitute the entire agreement between the

1 Parties relating to the Settlement, superseding any and all oral representations, warranties,
2 covenants, or inducements made to or by any Party.

3 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
4 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
5 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
6 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
7 terms of this Agreement including any amendments to this Agreement.

8 12.6 Cooperation. The Parties and their counsel will cooperate with each other and
9 use their best efforts, in good faith, to implement the Settlement by, among other things,
10 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
11 points and authorities as requested by the Court. In the event the Parties are unable to agree
12 upon the form or content of any document necessary to implement the Settlement, or on any
13 modification of the Agreement that may become necessary to implement the Settlement, the
14 Parties will seek the assistance of a mediator and/or the Court for resolution.

15 12.7 No Prior Assignments. The Parties separately represent and warrant that they
16 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
18 cause of action, or right released and discharged by the Party in this Settlement.

19 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense
20 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
21 Settlement be relied upon as such within the meaning of United States Treasury Department
22 Circular 230 (31 CFR Part 10, as amended) or otherwise.

23 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
24 amended, modified, changed, or waived only by an express written instrument signed by all
25 Parties or their representatives, and approved by the Court.

26 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
27 inure to the benefit of, the successors of each of the Parties.

28 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will

1 be governed by and interpreted according to the internal laws of the state of California, without
2 regard to conflict of law principles.

3 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
4 preparation of this Agreement. This Agreement will not be construed against any Party on the
5 basis that the Party was the drafter or participated in the drafting.

6 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
7 entered during Action and in this Agreement relating to the confidentiality of information shall
8 survive the execution of this Agreement.

9 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
10 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
11 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
12 connection with the Settlement, may be used only with respect to this Settlement, and no other
13 purpose, and may not be used in any way that violates any existing contractual agreement,
14 statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges
15 the Administrator's obligation to provide a Declaration confirming the final pay out of all
16 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received
17 from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
18 Defendant makes a written request to Class Counsel for the return, rather than the destructions,
19 of Class Data.

20 12.15 Headings. The descriptive heading of any section or paragraph of this
21 Agreement is inserted for convenience of reference only and does not constitute a part of this
22 Agreement.

23 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this
24 Agreement shall be to calendar days. In the event any date or deadline set forth in this
25 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first
26 business day thereafter.

27 12.17 Notice. All notices, demands or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

1 third business day after mailing by United States mail, or the day sent by email or messenger,
2 addressed as follows:

3 To Plaintiff:

4 **LAW OFFICES OF DARREN M. COHEN, APC**
5 Darren M. Cohen, Esq.
6 darren@dcohenlegal.com
7 16133 Ventura Blvd., Suite 1200
8 Encino, CA 91436
9 Telephone: (310) 200-7893

8 To Defendant:

9 **CKB VIENNA LLP**
10 Michael I. Kim, Esq.
11 mkim@ckbvienna.com
12 9531 Pittsburgh Avenue
13 Rancho Cucamonga, CA 91730
14 Office: (909) 980-1040
15 Fax: (909) 614-7400

14 12.18 Execution in Counterparts. This Agreement may be executed in one or more
15 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
16 Agreement shall be accepted as an original. All executed counterparts and each of them will be
17 deemed to be one and the same instrument if counsel for the Parties will exchange between
18 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
19 prove the existence and contents of this Agreement.

20 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
21 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
22 further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure
23 § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for
24 the entire period of this settlement process.

25
26 Shealtiel Dow 02/26/2025

27 Shealtiel Dow
28 For Plaintiff



02 / 26 / 2025

Name: Heather Perry
Title: CEO
Defendant: Klatch Coffee Inc.

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 02/26/2025

Darren M. Cohen
Law Offices of Darren M. Cohen, APC
Counsel for Plaintiff

 02 / 20 / 2025

Michael Kim
CKB VIENNA LLP
Counsel for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Shealtiel Dow v. Klatch Coffee Inc.
San Bernardino Superior Court Case Number CIVSB2310155

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Klatch Coffee Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by an employee Shealtiel Dow (“Plaintiff”) and seeks compensation for alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse expenses, failure to pay wages upon termination/resignation, and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant during the Class Period (August 1, 2019 to December 31, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (May 5, 2022 to December 31, 2024). (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff</p>

Written Objections Must be Submitted by _____	reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing _____	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was a Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay wages on/or overtime wages, failing to maintain accurate records, failing to provide meal periods, failing to provide rest periods, failing to provide accurate itemized wage statements, failing to reimburse expenses, and failing to pay wages upon termination/resignation. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Darren M. Cohen of Law Offices of Darren M. Cohen, APC. (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$650,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final or by September 15, 2025, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$216,666.67 (33 1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$16,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement

(the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including any and all claims involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse expenses, and failure to pay wages upon termination/resignation. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including any and all claims involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse expenses, and failure to pay wages upon termination/resignation.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks employed by all Participating Class Members, and (b) multiplying the result by the number of Workweeks employed by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods employed by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods employed by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you were employed during the Class Period and the number of PAGA Pay Periods you were employed during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Shealtiel Dow v. Klatch Coffee Inc.*, San Bernadino Superior Court Case Number CIVSB2310155, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) Court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Shealtiel Dow v. Klatch Coffee Inc.*, San Bernadino Superior Court Case Number CIVSB2310155, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department S-26 of the San Bernadino Superior Court, located at 247 West Third Street, San Bernadino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.zoomgov.com/my/dept.s26>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. CIVSB2310155. You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernadino Justice Center Courthouse by calling (909) 708-8678.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Darren M. Cohen, Esq.
darren@dcohenlegal.com
Law Offices of Darren M. Cohen, APC
16133 Ventura Blvd. Suite 1200
Encino, CA 91436
Telephone: (310) 200-7893

Settlement Administrator:

Apex Class Action LLC
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at _____ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

