



FILED
San Francisco County Superior Court

JAN 16 2026

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JOHN PRICE, individually and on behalf of others
similarly situated,

Plaintiff,

v.

FORT POINT BEER COMPANY;
and DOES 1-25, inclusive,

Defendants.

Case No. CGC-23-610592
(Consolidated with CGC-24-611779)

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL**

Before the court is an unopposed motion by plaintiff John Price for preliminary approval of the settlement of wage-and-hour claims, including a claim under PAGA, reached with defendant Fort Point Beer Company. On December 19, 2025, the court issued an order requesting supplemental briefing. On December 31, 2025, plaintiff filed a declaration stating that plaintiff's counsel did not receive notice of the order and requested to continue the January 6, 2026, preliminary approval hearing and supplemental briefing deadline. On January 5, 2026, the court issued an order continuing the preliminary approval hearing to January 21, 2026 and continuing the supplemental briefing deadline to January 12, 2026. On January 12, 2026, plaintiff timely filed his supplemental briefing. This matter was scheduled for hearing on January 21, 2026, at 2:30 p.m. in Department 613, the Honorable Jeffrey S. Ross presiding. The court determines that this matter can be decided without hearing. IT IS HEREBY ORDERED that the court **VACATES** the January 21, 2026, hearing on plaintiff's motion for preliminary approval and case management conference, **GRANTS** the motion for preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to the Joint Stipulation of Class Action and PAGA

1 Settlement (“settlement agreement”) attached to this order as **Exhibit 1**, a final approval hearing is
2 **RESERVED** for **May 22, 2026, at 11:00 a.m.**, and the court otherwise ORDERS as follows:

3 1. Except as otherwise specified here, the court adopts and incorporates by reference the
4 terms and definitions of the settlement agreement.

5 2. The following Settlement Class is conditionally certified for settlement purposes (SA,
6 §§ 10(b), (f)): “*all current and formerly hourly-paid and/or non-exempt employees who worked for*
7 *Defendant in the State of California at any time during the Class Period,*” which is from November 21,
8 2019 through August 27, 2025.

9 3. The PAGA employees are “all current and former hourly-paid and/or non-exempt
10 employees who worked for Defendant in the State of California at any time during the PAGA Period,”
11 which is from November 14, 2022 through August 27, 2025. (SA, §§ 10(y), (aa).)

12 4. The court finds that the Settlement Class meets the requirements for certification under
13 Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
14 ascertainable; (2) there are predominant common questions of law or fact; (3) Price’s claims are typical of
15 the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other
16 methods to efficiently adjudicate this controversy.

17 5. The court has considered the *Dunk/Kullar* factors and preliminarily approves the
18 settlement because it appears to be within the range of possible final approval as a fair, adequate, and
19 reasonable settlement.

20 6. For settlement purposes only, John Price is appointed as class representative. The court
21 preliminarily finds they will adequately represent the Settlement Class for settlement purposes.

22 7. For settlement purposes only, Blackstone Law, APC is appointed as Class Counsel. The
23 court preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class for
24 settlement purposes.

25 8. Apex Class Action LLC is appointed as settlement administrator. Apex Class Action LLC
26 shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this order,
27 including, inter alia, the provision of notice to the Settlement Class.

28 9. The court approves the proposed form of notice attached to this order as **Exhibit 2**. The

1 court finds that distribution of the approved notice in accordance with the plan set forth in the settlement
2 agreement (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due,
3 and sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements
4 of California Code of Civil Procedure section 382 and California Rules of Court 3.766 and 3.769.

5 10. On **May 22, 2026, at 11:00 a.m.**, in Department 613 this court will hold a final approval
6 hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and
7 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and
8 evidence for the motion for final approval and the motion for attorney's fees, costs, and service awards
9 shall be filed no later than **April 22, 2026**, with two paper courtesy copies of all briefing and evidence
10 promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed
11 final form of judgment (in Word format) shall be delivered to the Department 613 email inbox
12 contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated
13 appearances by members of the Settlement Class, including whether an interpreter is needed. The court
14 may change the date or time of the final approval hearing without further notice to the Settlement Class.

15 11. The court sets the following administration deadlines in light of the terms of the settlement
16 agreement.

Event	Deadline
Defendant to Provide Class Data to Apex Class Action LLC	14 days from preliminary approval. (SA, § 27): January 30, 2026
Apex Class Action LLC to Distribute Notice	14 days from receipt of Class Data. (SA, § 28(a)): February 13, 2026 (at the very latest)
Deadline for Exclusions and Objections	45 days from initial mailing of class notice (SA, § 10(jj)): March 30, 2026 (This is a postmark deadline.)
Filing of Motion for Final Approval and Motion for Attorney's Fees, Costs, and Service Award	April 22, 2026

2 12. Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

3
4 Dated: January 16, 2026



5
6 JEFFREY S. ROSS
7 Judge of the Superior Court

EXHIBIT 1

1 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in
2 lieu thereof, failure to timely pay wages during employment, conversion, failure to provide compliant
3 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
4 business expenses, for violations of California *Business & Professions Code* Section 17200, *et seq.*
5 based on the aforementioned California *Labor Code* violations, and for civil penalties under PAGA
6 based on the aforementioned California *Labor Code* violations.

7 5. On April 6, 2025, the Court consolidated the Class Action and PAGA Action, with the
8 Class Action being designated as the lead case.

9 6. Defendant denies all material allegations set forth in the Actions and has asserted
10 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
11 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
12 and Released PAGA Claims (as defined herein).

13 7. Class Counsel diligently investigated the Class and PAGA claims against Defendant,
14 including any and all applicable defenses and the applicable law. The investigation included, *inter*
15 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
16 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
17 relative merits of the claims and contentions of the Parties.

18 8. On August 27, 2025, the Parties participated in mediation with Abe Melamed (the
19 "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the
20 Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'
21 settlement discussions were conducted at arms' length, and the Settlement is the result of an informed
22 and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks
23 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class
24 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
25 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
26 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
27 including the risk of significant delay and uncertainty associated with litigation and various defenses
28 asserted by Defendant.

1 Claims.

2 h. "Court" means the Superior Court of the State of California for the County of
3 San Francisco.

4 i. "Defendant's Counsel" means Derek S. Sachs and Elaine McCormick of
5 O'Hagan Meyer.

6 j. "Dispute" means a letter submitted by a Class Member disputing the number of
7 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
8 name and number of the Class Action; (b) contain the Class Member's full name, signature, address,
9 and telephone number; (c) clearly state that the Class Member disputes the number of Workweeks
10 and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct
11 number; and (d) be returned by mail to the Settlement Administrator at the specified address,
12 postmarked on or before the Response Deadline.

13 k. "Effective Date" means the following: (i) if no Settlement Class Member
14 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
15 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
16 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
17 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
18 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
19 in final judicial approval of the Settlement.

20 l. "Employer Taxes" means the employer's share of taxes and contributions in
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
22 in addition to the Gross Settlement Amount.

23 m. "Enhancement Payment" means the amount to be paid to Plaintiff, in
24 recognition of his effort and work in prosecuting the Actions on behalf of Class Members and PAGA
25 Employees, and general release of claims, as set forth in Paragraph 14.

26 n. "Final Approval" means the determination by the Court that the Settlement is
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 o. "Final Approval Hearing" means the hearing at which the Court will consider

1 and determine whether the Settlement should be granted Final Approval.

2 p. "Final Approval Order and Judgment" means the order granting final approval
3 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
4 Parties, and subject to approval by the Court.

5 q. "Gross Settlement Amount" means the amount of Three Hundred Twenty Five
6 Thousand Dollars and Zero Cents (\$325,000.00) to be paid by Defendant in full satisfaction of the
7 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees and
8 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
9 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
10 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
11 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
12 Settlement Amount is subject to increase, as provided in Paragraph 17.

13 r. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
14 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
15 calculated in accordance with Paragraph 19.

16 s. "Individual Settlement Payment" means the net payment of each Settlement
17 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
18 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
19 Paragraph 20.

20 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
21 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
22 in accordance with Paragraph 18.

23 u. "LWDA Payment" means the amount of Twelve Thousand Seven Hundred
24 Fifty Dollars and Zero Cents (\$12,750.00), i.e., 75% of the PAGA Amount, that the Parties have
25 agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

26 v. "Net Settlement Amount" means the portion of the Gross Settlement Amount
27 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
28 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and

1 Settlement Administration Costs.

2 w. "Notice of Objection" means a Settlement Class Member's written objection to
3 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)
4 contain the objector's full name, signature, address, and telephone number; (c) contain a written
5 statement of all grounds for the objection accompanied by any legal support for such objection; (d)
6 contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be
7 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
8 Response Deadline.

9 x. "PAGA Amount" means the allocation of Seventeen Thousand Dollars and
10 Zero Cents (\$17,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
11 percent (75%) of the PAGA Amount, or \$12,750.00, will be paid to the LWDA (i.e., the LWDA
12 Payment) and the remaining twenty-five percent (25%), or \$4,250.00, will be distributed to the PAGA
13 Employees (i.e., the PAGA Employee Amount).

14 y. "PAGA Employee(s)" means all current and former hourly-paid and/or non-
15 exempt employees who worked for Defendant in the State of California at any time during the PAGA
16 Period.

17 z. "PAGA Employee Amount" means the amount of Four Thousand Two
18 Hundred Fifty Dollars and Zero Cents (\$4,250.00), i.e., 25% of the PAGA Amount, to be distributed
19 to PAGA Employees on a *pro rata* basis based on their Pay Periods.

20 aa. "PAGA Period" means the period from November 14, 2022 through August 27,
21 2025, subject to Paragraph 17.

22 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
23 Claims.

24 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
25 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
26 Pay Periods will be calculated by the Settlement Administrator.

27 dd. "Preliminary Approval" means the date on which the Court enters the
28 Preliminary Approval Order.

1 ee. "Preliminary Approval Order" means the order granting preliminary approval
2 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
3 the Court.

4 ff. "Released Class Claims" means any and all claims which were alleged or which
5 could have been reasonably alleged based on the factual allegations in the Operative Class Complaint,
6 arising during the Class Period, which shall specifically include claims for Defendant's alleged failure
7 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
8 payments, timely pay wages during employment and upon termination, provide all accrued gratuities,
9 provide accurate wage statements, and reimburse necessary business-related expenses, in violation of
10 California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1194,
11 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
12 California *Business and Professions Code* sections 17200, *et seq.*

13 gg. "Released PAGA Claims" means any and all claims arising from any of the
14 factual allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the PAGA
15 Period, for civil penalties under the Private Attorneys General Act of 2004, California *Labor Code*
16 Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay
17 overtime and minimum wages, provide compliant meal and rest periods and associated premium
18 payments, timely pay wages during employment and upon termination, provide all accrued gratuities,
19 provide compliant wage statements, maintain complete and accurate payroll records, and reimburse
20 necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203,
21 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802,
22 and the applicable Industrial Welfare Commission Wage Order.

23 hh. "Released Parties" means Defendant and its current and former officers,
24 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
25 assigns.

26 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating
27 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
28 of the Class Action; (b) contain the Class Member's full name, signature, address, and telephone

1 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
2 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
3 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
4 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
5 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
6 benefit of the Settlement Class Members.

7 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
8 Seventeen Thousand Dollars and Zero Cents (\$17,000.00) shall be allocated from the Gross Settlement
9 Amount toward penalties under the Private Attorneys General Act, California *Labor Code* Section
10 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$12,750.00, will be
11 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$4,250.00, will be
12 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
13 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
14 Individual PAGA Payments).

15 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
16 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
17 which is currently estimated not to exceed Seven Thousand Five Hundred Dollars and Zero Cents
18 (\$7,500.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
19 approval, will include, *inter alia*, , printing, distributing, and tracking Class Notices and other
20 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing
21 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
22 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
23 process the Settlement, and as requested by the Parties. To the extent the actual Settlement
24 Administrator's costs are greater than the estimated amount stated herein, such excess amount will be
25 deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the
26 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required
27 to fulfill payment to the Settlement Administrator to undertake the required settlement administration
28 duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class

1 Members.

2 17. Escalator Clause. Defendant has represented that the Class Members worked a total of
3 approximately 10,000 Workweeks during the Class Period. If it is determined by the Settlement
4 Administrator that the total number of Workweeks worked by the Class Members during the Class
5 Period actually exceeds 10,000 by more than 5% (i.e., if the Workweeks exceed 10,500), then the
6 Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the
7 number of Workweeks worked by the Class Members above 5%. For example, if the number of
8 Workweeks increases by 6% to 10,600 Workweeks, then the Gross Settlement Amount will increase
9 by 1%. If it is determined by the Settlement Administrator that the total number of Workweeks worked
10 by the Class Members during the Class Period does not exceed 10,000 by more than 5%, then the
11 Class Period and PAGA Period will end on the date of the filing of the motion for preliminary
12 approval, regardless of the total number of Workweeks as of that date, and the Gross Settlement
13 Amount shall not increase.

14 18. Individual Settlement Share Calculations. Individual Settlement Shares will be
15 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
16 Workweeks, as follows:

17 a. After Preliminary Approval, the Settlement Administrator will divide the Net
18 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
19 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
20 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
21 entitled to receive under the Class Settlement.

22 b. After Final Approval, the Settlement Administrator will divide the final Net
23 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
24 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
25 Value to yield each Settlement Class Member's final Individual Settlement Share.

26 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be
27 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
28 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee

1 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
2 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
3 Value to yield each PAGA Employee's Individual PAGA Payment.

4 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
5 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
6 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
7 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
8 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
9 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
10 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
11 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
12 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
13 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
14 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

15 21. Administration of Taxes by the Settlement Administrator. The Settlement
16 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
17 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
18 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
19 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
20 taxes and other legally required withholdings to the appropriate government authorities.

21 22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
22 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
23 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
24 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
25 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
26 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
27 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
28 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class

1 Members, and PAGA Employees should consult with their tax advisors concerning the tax
2 consequences of any payment they receive under the Settlement.

3 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
4 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
5 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
6 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
7 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
8 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
9 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
10 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
11 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
12 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
13 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
14 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
15 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
19 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
21 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
22 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
23 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
24 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
25 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
27 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
28 are issued to the payee. It is expressly understood and agreed that payments made under this

1 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
2 to additional compensation or benefits under any new or additional compensation or benefits, or any
3 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
4 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
5 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
6 any contrary language or agreement in any benefit or compensation plan document that might have
7 been in effect during the Class Period).

8 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

9 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
10 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
11 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
12 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
13 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
14 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
15 Order seeking the following:

- 16 a. Conditionally certifying the Class for settlement purposes only;
- 17 b. Granting Preliminary Approval of the Settlement;
- 18 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 19 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 20 e. Approving as to form and content, the mutually-agreed upon and proposed
21 Class Notice and directing its mailing by First Class U.S. Mail;
- 22 f. Approving the manner and method for Class Members to request exclusion
23 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 24 g. Scheduling a Final Approval Hearing at which the Court will determine whether
25 Final Approval of the Settlement should be granted.

26 26. Notice of Settlement to the LWDA. Pursuant to California *Labor Code* § 2699(1)(2),
27 Class Counsel shall notify the LWDA of the Settlement.

28 27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,

1 Defendant will provide the Class List to the Settlement Administrator.

2 28. Notice by First-Class U.S. Mail.

3 a. Within fourteen (14) calendar days after receiving the Class List from
4 Defendant, the Settlement Administrator will perform a search based on the National Change of
5 Address Database or any other similar services available, such as provided by Experian, for
6 information to update and correct for any known or identifiable address changes, and will mail a Class
7 Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
8 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
9 Administrator.

10 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
11 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
12 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
13 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
14 attempt to determine the correct address using a skip-trace or other search, using the name, address,
15 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
16 calendar days.

17 c. Compliance with the procedures described herein above shall constitute due and
18 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
19 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
20 provide notice of the Settlement.

21 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
22 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
23 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
24 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
25 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
26 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
27 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
28 Member, Defendant's records will be presumed to be correct and determinative of the dispute.

1 However, if a Class Member produces information and/or documents to the contrary, the Settlement
2 Administrator will evaluate the materials submitted by the Class Member and the Settlement
3 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
4 the disputing Class Member should be credited with under the Settlement. The Settlement
5 Administrator's decision on such disputes will be final and non-appealable.

6 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
7 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
8 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
9 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
10 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
11 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
12 submitted, and also identify the individuals who have submitted a timely and valid Request for
13 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
14 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
15 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
16 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
17 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
18 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
19 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
20 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
21 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
22 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
23 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
24 submit a Request for Exclusion.

25 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
26 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
27 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
28 envelope will be the exclusive means to determine whether a Notice of Objection has been timely

1 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
2 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
3 and complete and which were not), and also attach them to a declaration that is to be filed with the
4 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
5 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
6 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
7 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
8 whether they have submitted a Notice of Objection and without any prior notice. If the Settlement
9 Administrator receives both a Request for Exclusion and a Notice of Objection, the Settlement
10 Administrator will honor the submission that is received first and disregard the other.

11 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
12 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
13 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
14 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
15 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
16 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
17 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
18 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
19 Dispute.

20 33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
21 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
22 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
23 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
24 number of Class Members who have submitted timely and valid Requests for Exclusion following the
25 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
26 administration owed to the Settlement Administrator incurred up to that date.

27 34. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to

1 the Court and counsel for all Parties.

2 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
3 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
4 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
5 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
6 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
7 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
8 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
9 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
10 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
11 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 12 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
13 consummation of its terms and provisions;
- 14 b. Certification of the Settlement Class;
- 15 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 16 d. Approval of the application for Enhancement Payment to Plaintiff;
- 17 e. Directing Defendant to fund all amounts due under the Settlement Agreement
18 and ordered by the Court; and
- 19 f. Entering judgment in the Actions, while maintaining continuing jurisdiction, in
20 conformity with California Rules of Court 3.769 and the Settlement Agreement.

21 36. Funding of the Gross Settlement Amount. Defendant shall pay the Gross Settlement
22 Amount in thirteen (13) installments as follows:

- 23 a. Initial Payment: No later than sixty (60) calendar days after Final Approval, Defendant
24 will deposit One Hundred Twenty-Five Thousand Dollars and Zero Cents
25 (\$125,000.00) of the Gross Settlement Amount and Employer Taxes into a Qualified
26 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-
27 1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide
28 all information necessary for the Settlement Administrator to calculate necessary
payroll taxes including its official name, 8-digit state unemployment insurance tax ID

1 number, and other information requested by the Settlement Administrator, no later than
2 five (5) business days after the Effective Date.

- 3 b. Installment Payment(s): The remainder of the Gross Settlement Amount shall be paid
4 in twelve (12) equal payments for twelve (12) months thereafter until the Gross
5 Settlement Amount has been fully funded. The first of the twelve (12) Installment
6 Payments shall be paid no later than thirty (30) calendar days after the Initial Payment.
- 7 c. Any failure by Defendant to timely pay the Initial Payment or any Installment Payment
8 shall be an event of default. Within three (3) business days of any default, the
9 Settlement Administrator shall email counsel for both Parties notifying them of any
10 default (the "Default Notice"). Defendant shall have no more than five (5) business
11 days from the date of the Default Notice to cure the default. Any default that is not
12 cured by the 9th business day from the date of the Default Notice shall entitle Plaintiff
13 to seek Ten Percent (10%) interest on top of the Installment Payment. If the default is
14 not cured within thirty (30) calendar days of the Default Notice, Plaintiff is entitled to
15 move ex parte to have all remaining unpaid Installment Payment(s) immediately
16 accelerated and judgment entered against Defendant for the remaining unpaid
17 Installment Payment(s) and interest.

18 37. Distribution of the Gross Settlement Amount.

- 19 a. Within five (5) business days of the funding of the third Installment Payment, the
20 Settlement Administrator will issue half of the Individual Settlement Payments to
21 Settlement Class Members, half of the Individual PAGA Payments to PAGA
22 Employees, half of the LWDA Payment to the LWDA, half of the Enhancement
23 Payment to Plaintiff, half of the Attorneys' Fees and Costs to Class Counsel, and half
24 of the Settlement Administration Costs to itself. The Settlement Administrator shall
25 also set aside the Employer Taxes and all employee-side payroll taxes, contributions,
26 and withholding, and timely forward these to the appropriate government authorities.
- 27 b. Within five (5) business days of the funding of the last Installment Payment, the
28 Settlement Administrator will issue the remaining half of the Individual Settlement
Payments to Settlement Class Members, remaining half of the Individual PAGA
Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA,

1 remaining half of the Enhancement Payment to Plaintiff, remaining half of the
2 Attorneys' Fees and Costs to Class Counsel, and remaining half of the Settlement
3 Administration Costs to itself.

4 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
5 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
6 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
7 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
8 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
9 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
10 Members and PAGA Employees are not required to submit a claim to be issued an Individual
11 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
12 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
13 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
14 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
15 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
16 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
17 California *Civil Procedure Code* Section 384, as the entire Net Settlement Amount will be paid out to
18 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
19 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
20 amended and/or supplemental tax filings and reporting required under applicable local, state, and
21 federal tax laws that are necessitated due to the cancellation of any Individual Settlement Payment
22 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
23 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
24 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
25 PAGA Settlement.

26 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
27 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
28 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all

1 Released Class Claims.

2 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
3 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
4 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties of all Released PAGA Claims.

6 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
7 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
9 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
10 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
11 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment and/or
12 separation of employment with Defendant, which Plaintiff, at any time up until the execution of this
13 Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release
14 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
15 this Paragraph expressly does not include a release of any claims that cannot be released hereunder by
16 law. Any and all rights granted under any state or federal law or regulation limiting the effect of this
17 Settlement Agreement, including the provisions of Section 1542 of the California *Civil Code*, ARE
18 HEREBY EXPRESSLY WAIVED. Section 1542 of the California *Civil Code* reads as follows:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
20 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
21 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
22 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
23 **THE DEBTOR OR RELEASED PARTY.**

24 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
28 Class will be required.

1 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
3 Section 664.6 of the California *Code of Civil Procedure*, for purposes of addressing: (a) the
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
6 Settlement Agreement.

7 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

9 a. The Settlement Agreement shall be void and shall have no force or effect, and
10 no Party shall be bound by any of its terms;

11 b. In the event the Settlement Agreement is terminated, Defendant shall have no
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
14 Administrator is notified that the Settlement has been terminated;

15 c. The Preliminary Approval Order and Final Approval Order and Judgment,
16 including any order certifying the Class, shall be vacated;

17 d. The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
19 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

20 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
21 statements, or filings in furtherance of the Settlement (including all matters associated with the
22 mediation) shall be admissible or offered into evidence in the Actions or any other action for any
23 purpose whatsoever; and

24 f. Any documents generated to bring the Settlement into effect, will be null and
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

27 ///

28 ///

1 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California *Civil Code* Section 1625 and California *Code of Civil Procedure*
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Actions (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

///
///

1 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

17 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 54. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
27 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking
28 into account all relevant factors, present and potential. The Parties further acknowledge that they are
each represented by competent counsel and that they have had an opportunity to consult with their

1 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if
2 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the
3 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
4 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local, or other applicable law.

26 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

To Defendant and Defendant's Counsel:

Derek S. Sachs
dsachs@ohaganmeyer.com
Elaine McCormick
emccormick@ohaganmeyer.com
O'HAGAN MEYER
1201 K Street, Suite 1960
Sacramento, California 95814
Tel: (916) 884-0750

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

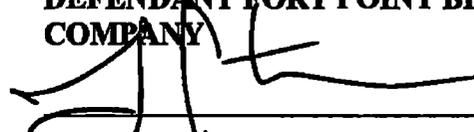
PLAINTIFF JOHN PRICE



Dated: 12/03/2025

Plaintiff John Price

DEFENDANT FORT POINT BEER COMPANY



Dated: 12/4/2025

Full Name: Justin Catalana

Title: CEO
On behalf of Defendant Fort Point Beer Company

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**AMENDMENT NO. 1 TO THE
JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff John Price (“Plaintiff”) and Defendant Fort Point Beer Company (“Defendant”) (together, the “Parties”) pursuant to Paragraph 49 of the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) entered into between the Parties on December 4, 2025.

A. Paragraph 40 of the Original Agreement is hereby amended to state as follows:

PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”

Dated: January 12, 2026

BLACKSTONE LAW, APC


Alexandra Rose
Lizeth Marin
Attorneys for Plaintiff JOHN PRICE

Dated: January 12, 2026

O’HAGAN MEYER


Derek S. Sachs
Attorney for Defendant FORT POINT BEER COMPANY

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

John Price v. Fort Point Beer Company
Superior Court of California for the County of San Francisco, Case No. CGC-23-610592
John Price v. Fort Point Beer Company
Superior Court of California for the County of San Francisco, Case No. CGC-24-611779

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff John Price ("Plaintiff") and Defendant Fort Point Beer Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592 ("Class Action") and *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-24-611779 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from November 21, 2019 through August 27, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from November 14, 2022 through August 27, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On November 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California *Labor Code* that Plaintiff contends were violated ("PAGA Letter"). On November 21, 2023, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint ("Operative Class Complaint") in the Class Action. On January 19, 2024, Plaintiff commenced a representative action under the Private Attorneys General Act ("PAGA") against Defendant by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. *Labor Code* §§ 2698 *Et Seq.* ("Operative PAGA Complaint") in the PAGA Action. On April 6, 2025, the Court consolidated the Class Action and PAGA Action (together, "Actions"), with the Class Action being designated at the lead case.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide all accrued gratuities, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California *Business and Professions Code* Section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages

and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed _____ as the administrator of the Settlement ("Settlement Administrator"), Plaintiff John Price as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$113,750.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$12,750.00) ("LWDA Payment") and the remaining 25% (\$4,250.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in thirteen (13) installments as follows:

- No later than sixty (60) calendar days after the Court grants Final Approval, Defendant will deposit One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) of the Gross Settlement Amount and Employer Taxes into a Qualified Settlement Account (“QSF”) established by the Settlement Administrator (“Initial Payment”).
- The remainder of the Gross Settlement Amount will be paid in twelve (12) equal payments for twelve (12) months after the payment of the Initial Payment until the Gross Settlement Amount has been fully paid (“Installment Payment(s)”). The first of the twelve (12) Installment Payments will be paid no later than thirty (30) calendar days after the Initial Payment.

If the Court grants final approval, distribution of payments will occur as follows:

- Within five (5) business days of the funding of the third Installment Payment, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payment to Plaintiff, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From November 21, 2019 through August 27, 2025 (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From November 14, 2022 through August 27, 2025 (i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Class Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide accurate wage statements, and reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California *Business and Professions Code* sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California *Labor Code* Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide compliant wage

statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$113,750.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection and without prior notice.

If you submit both a Request for Exclusion and Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 613 of the San Francisco County Superior Court, located at Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom at: <https://sf.courts.ca.gov/online-services/virtual-courtrooms>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions for free by visiting The Civic Center Clerk’s Office located at Civil Center Courthouse, Civil Records Division, 400 McAllister St., Room 103, San Francisco, California 94012, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information> clicking “Access Now” under Civil Case Query and typing in the Court Case Number “CGC-23-610592” or “CGC-24-611779.” **The Court’s website is free to use.**

5
You may also visit the Settlement Administrator's website at _____ for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 16, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 16, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk