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19 **SAN FRANCISCO BREWING CO, LLC**

20 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF SAN FRANCISCO**
22 **UNLIMITED JURISDICTION**

23 VICTOR CORONA; and ROSA ALCAUTE,

24 Plaintiffs,

25 v.

26 SAN FRANCISCO BREWING CO, LLC;
27 and DOES 1 through 10, inclusive,

28 Defendants.

Case No. CGC-20-583125

**AMENDED CLASS AND PAGA
ACTION SETTLEMENT
AGREEMENT**

1 This Class And PAGA Action Settlement Agreement (hereinafter “Agreement”) is
2 entered into by and between Plaintiffs Victor Corona and Rosa Alcaute (hereinafter “Plaintiffs”)
3 and Defendant San Francisco Brewing Co., LLC (hereinafter “Defendant”) (collectively referred
4 to herein as the “Parties”); it is approved by their respective counsel of record, subject to the
5 terms and conditions hereof and the Court’s approval.

6 **A. Definitions**

7 As used herein, for the purposes of this Agreement only, the following terms shall be
8 defined as set forth below:

9 1. “**Action**” or “**Lawsuit**” means and refers to the instant case, *Victor Corona, et al.*
10 *v. San Francisco Brewing Co., LLC*, San Francisco Superior Court, Case No. CGC-20-583125.

11 2. “**Administrative Costs**” refers to all costs associated with administration of the
12 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for,
13 among other things, printing, copying, formatting, postage, envelopes, computer searches to
14 locate addresses, calculation of payments to individual class members, calculation of applicable
15 payroll withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any cost
16 associated with the process for any uncashed settlement checks, and any other expenses the
17 Settlement Administrator incurs to complete the settlement process according to the terms of this
18 Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator.

19 3. “**Agreement**” or “**Settlement Agreement**” shall mean this Class and PAGA
20 Action Settlement Agreement, including any attached Exhibits.

21 4. “**Aggrieved Employees**” means all current and former non-exempt employees
22 employed by Defendant in California at any time during the PAGA Period.

23 5. “**Class Counsel**” refers to Arlo Garcia Uriarte of Liberation Law Group, P.C.

24 6. “**Class Counsel Payment**” refers to the amount of attorney’s fees and costs that
25 the Court awards to Class Counsel in connection with the resolution of the Action in accordance
26 with this Agreement.

27 7. “**Class Members**” refers to those individuals, who for purposes of this
28 Agreement, will be certified as members of the settlement class, defined as follows: “all current

1 and former non-exempt, hourly employees of Defendant who worked in California at any time
2 during the Settlement Class Period and did not request exclusion or opt-out of this Settlement.”

3 **8. “Class Period”** is deemed to be any time during the period of April 20, 2018,
4 through and including the date the Court grants preliminary approval of the Settlement.

5 **9. “Class Representatives” or “Plaintiffs”** refers to Plaintiffs Victor Corona and
6 Rosa Alcaute.

7 **10. “Class Representative Service Award”** refers to any payment that the Court
8 awards to the Class Representatives for their efforts in prosecuting the Action on behalf of the
9 Class Members.

10 **11. “Complaint”** refers to the complaint filed in the Action.

11 **12. “Notice Period”** refers to the forty-five (45) calendar day period following the
12 date when the Settlement Administrator mails the Notice of Class Action Settlement. The Notice
13 Period is the period in which a Class Member can submit an Objection or a Request for
14 Exclusion.

15 **13. “Court”** refers to the Superior Court of California for the City and County of San
16 Francisco.

17 **14. “Defendant”** refers to San Francisco Brewing Co., LLC.

18 **15. “Defense Counsel”** refers to Kevin Reese and Gonzalo Morales of Jackon Lewis
19 P.C.

20 **16. “Effective Date”** means the date the Court signs the Final Approval Order if
21 there are no Objectors; or, if there is an Objector(s), the date upon which both of the following
22 have occurred: (i) approval of the settlement is granted by the Court, or other court assuming
23 jurisdiction of this Action, and (ii) the Court’s judgment approving the settlement becomes Final.
24 “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the
25 Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the
26 time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for
27 writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the
28 Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of

1 the time for filing or noticing any appeal of the Judgment.

2 **17. “Eligible Workweeks”** refers to the workweeks each Class Member worked
3 during the Class Period. Any fraction of a workweek actually worked will be rounded up to a full
4 workweek.

5 **18. “Fairness Hearing”** refers to the hearing at which the Court decides whether the
6 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
7 requirements for final approval.

8 **19. “Final Approval Order”** refers to the final order by the Court approving the
9 Settlement following the Fairness Hearing.

10 **20. “Gross Settlement Amount”** refers to the payment Defendant is obligated to
11 make in connection with this Agreement: Four Hundred Thousand Dollars (\$400,000.00) plus
12 Defendant’s share of any applicable employer-side payroll taxes on the wage portion of the Net
13 Settlement Fund only (in other words, any such employer-side payroll taxes shall be paid by
14 Defendant separately and in addition to the Gross Settlement Fund). In no event shall Defendants
15 be obligated to pay more than the aforementioned amount.

16 **21. “Individual Settlement Payment(s)”** refers to the amount calculated by the
17 Settlement Administrator to distribute to each Class Member as consideration for the Released
18 Claims. The Individual Settlement Payment shall be paid from the Net Settlement Amount.

19 **22. “Intervenor(s)”** refers to a Class Member who files a complaint in intervention.

20 **23. “Judgment”** refers to the final judgment entered by the Court in this Action
21 following the Fairness Hearing.

22 **24. “LWDA”** refers to the California Labor & Workforce Development Agency,
23 which helps to enforce the Private Attorney General Act (“PAGA”), California Labor Code
24 section 2698 *et seq.*, and which will receive the LWDA portion of the PAGA Payment.

25 **25. The “LWDA Letter”** refers to the February 3, 2020, letter from Liberation Law
26 Group, P.C., on behalf of Plaintiffs providing notice of their intent to pursue a PAGA claim.

27 **26. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
28 that remains after accounting for any Class Representative Service Awards, the portion of the

1 PAGA Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment.

2 **27. “Notice of Class Action Settlement”** means the notice form to be sent to putative
3 Class Members, subject to the Court’s approval. Plaintiffs’ counsel will submit a proposed notice
4 form to Defense Counsel and work with them in good faith to arrive at a mutually agreed upon
5 notice form.

6 **28. “Objection”** refers to a written statement submitted timely by a Class Member to
7 the Settlement Administrator that contains (1) the name and case number of this Action (or
8 reasonable portion thereof), (2) the full name, last four digits of their social security number, and
9 current address of the Class Member making the Objection, (3) the specific reason(s) for the
10 Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs,
11 written evidence, and declarations) for the Court to consider.

12 **29. “Objector”** refers to a Class Member who has submitted an Objection.

13 **30. “PAGA Payment”** refers to a Ten Thousand Dollar (\$10,000.00) PAGA
14 allocation payment in settlement of Plaintiffs’ claim for civil penalties under the Private Attorney
15 General Act of 2004. Seventy-five percent (75%) of the PAGA Payment shall be payable to the
16 LWDA and twenty-five percent (25%) shall be payable to the Net Settlement Amount for
17 distribution to Aggrieved Employees. Plaintiffs shall timely file a notice of claim and notice of
18 settlement with the LWDA, consistent with Cal. Lab. Code § 2699(1)(2).

19 **31. “PAGA Period”** is deemed to be any time during the period of February 21,
20 2019, through and including the date the Court grants preliminary approval of the Settlement.

21 **32. “Preliminary Approval Order”** refers to the order entered by the Court granting
22 a Motion for Preliminary Approval of the Agreement.

23 **33. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
24 pursuant to U.S. Treasury Regulation Section 468B-1.

25 **34. “Released Claims”** refers to any and all claims under state, federal, or local law,
26 whether statutory or common law, pled in the Complaint or contained in the LWDA Letter or
27 any claims that stem from the same factual predicate alleged in the Complaint or the LWDA
28 Letter. Released Claims shall not include any claim which cannot be waived or released by

1 private agreement, such as claims for workers' compensation benefits, unemployment benefits,
2 state disability benefits, or any other vested benefits. Further, nothing in this Agreement prevents
3 Class Members from filing a charge or complaint with, or from participating in, an investigation
4 or proceeding conducted by the FEHA, SEC, OSHA, EEOC, California Civil Rights Department
5 ("CRD", formerly known as DFEH), or NLRB.

6 **35. Released PAGA Claims** means all claims that this Agreement will extinguish
7 as to Defendant's employees that were raised, or reasonably could have been raised, during the
8 PAGA Claim Period under PAGA and includes the release of all claims in the LWDA Letter and
9 all claims alleged under PAGA in any complaint filed in the Action. PAGA Members may not
10 object or opt out of either (1) the release of the PAGA claims; or (2) payments for the release of
11 the PAGA claims.

12 **36. Released Parties** refers to San Francisco Brewing Co., LLC, and each of their
13 former and present directors, officers, shareholders, owners, members, attorneys, predecessors,
14 successors, assigns, subsidiaries, and affiliates..

15 **37. Request for Exclusion** refers to a timely, written, opt-out request signed by a
16 putative Class Member who thereby elects to be excluded from this Agreement.

17 **38. Settlement Administrator** refers to CPT Group, Inc., the third-party
18 administrator the Parties have selected, subject to Court approval.

19 **B. Recitals and Procedural History**

20 **1. The LWDA Letter.** On or about February 3, 2020, Liberation Law Group, P.C.,
21 on behalf of Plaintiffs, submitted the LWDA Letter to the LWDA via online submission.

22 **2. Allegations in the Action.** On February 21, 2020, Plaintiffs filed their Complaint
23 relevant to the Action with the Court. The Complaint amended on April 9, 2020, and this
24 constitutes the operative Complaint in this Action containing asserted claims for: 1) Failure to
25 Pay All Wages; 2) Failure to Pay Overtime Compensation; 3) Meal Period Violations; 4) Rest
26 Period Violations; 5) Wage Statement Violations; 6) Conversion 7) Waiting Time Penalties; 8)
27 Violation of the California Private Attorneys General Act, Cal. Labor Code section 2698 *et seq.*;
28 and 9) Violation of California Business and Professions Code section 17200 *et seq.*

1 **3. Defendant’s Denials.** Defendant denies: 1) all the material allegations in the
2 action; 2) that it violated any laws; 3) that it is liable for damages, penalties, interest, restitution,
3 attorneys’ fees or costs, or for any other compensation or remedy with respect to anyone on
4 account of the claims asserted in the Action; and 4) that class certification, collective action
5 certification, or representative treatment is appropriate as to any claim in the Action. Defendant
6 contends that its policies, procedures, and practices comply with all applicable laws asserted in
7 the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and without
8 admitting that class certification, collective action certification, or representative treatment is
9 appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to
10 settle the Action on the terms set forth in this Agreement, to avoid the burden, expense, and
11 uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement
12 purposes only and shall under no circumstances be construed as an admission of fault or liability
13 by Defendant.

14 **4. Class Counsel’s Investigation.** Class Counsel has investigated the facts relating
15 to the claims alleged in the Action and also has analyzed the relevant defenses. Class Counsel
16 obtained the production of relevant documentation and data from Defendant prior to mediation.
17 Class Counsel interviewed Class Members regarding the claims in the Action, and have
18 examined Defendant’s policies, procedures, and practices.

19 **5. Negotiation of Settlement.** At mediation on April 25, 2023, and for days post-
20 mediation, Class Counsel and Defense Counsel engaged in intensive, arms-length negotiations
21 under the guidance of experienced mediator Hon. Ernest Goldsmith (Ret.) Judge Goldsmith
22 eventually made a mediator’s proposal which the Parties accepted. Plaintiffs and Class Counsel
23 urge approval by the Court of this Agreement after considering 1) the factual and legal defenses
24 to the claims asserted, which render uncertain the ultimate outcome of the Action and class
25 certification, 2) the potential difficulties Plaintiffs and Class Members would encounter in
26 establishing their claims and maintaining class treatment, 3) the substantial benefits that Class
27 Members would receive under this Agreement, 4) that this Agreement provides Class Members
28 relief in an expeditious and efficient manner, compared to any manner of recovery possible after

1 litigation and potential appeal, and 5) that this Agreement allows Class Members to opt out of
2 the Action and individually pursue the claims alleged in the Action.

3 **6. Stipulation to Class Certification and Representative Treatment.** For
4 settlement purposes only, the Parties stipulate that the Class Members described herein may be
5 conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for
6 representative treatment for purposes of settlement. This stipulation to certification and
7 representative treatment is in no way an admission that class action certification and/or
8 representative treatment is proper and shall not be admissible in this or in any other action except
9 for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to
10 conditional class certification and representative treatment be deemed as a waiver to any
11 additional defenses against class or representative action treatment. Should, for whatever reason,
12 the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and
13 representative treatment as part of the Settlement shall become null and void *ab initio* and shall
14 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
15 certification and/or representative treatment would be appropriate in a non-settlement context.
16 Defendants expressly reserve their rights and declare that they would continue to oppose class
17 certification, representative treatment, and the substantive merits of the Action should the Court
18 decline to issue a Final Approval Order. Plaintiffs expressly reserve their rights and declare that
19 they will continue to pursue class certification, representative treatment, and a trial should the
20 Court decline to issue a Final Approval Order.

21 **C. Notice to Class Members**

22 **1. Content of Notice of Class Action Settlement.** The Notice of Class Action
23 Settlement shall include: (a) the amount of the Settlement; (b) a calculation of the Class
24 Member's anticipated share of the Net Settlement Amount; (c) the full amounts of the Class
25 Counsel Payment, Class Representative Service Awards, PAGA Payment, and Administrative
26 Costs to be requested; (d) the terms of the release; (e) the procedure to opt out of the Settlement
27 through a Request for Exclusion; (f) the procedure to Object to the Settlement; and (g) the date
28 of the Fairness Hearing. No claim form will be required to participate in the Settlement.

1 **2. Settlement Administrator.** The Parties select CPT Group, Inc. as the Settlement
2 Administrator. The duties of the Settlement Administrator shall include, without limitation,
3 mailing notices to Class Members, establishing a QSF, obtaining appropriate tax identification
4 number(s), calculating Individual Settlement Payments and Aggrieved Employees' pro rata
5 shares of the PAGA Payment, mailing Individual Settlement Payments and tax forms to Class
6 Members, remitting any tax payments and requisite reporting documentation to taxing
7 authorities, calculation of applicable payroll withholdings and payroll taxes, and the other duties
8 associated with settlement administration, including specified in this Agreement. Any dispute
9 relating to the settlement administration will, after good-faith efforts by the Parties to resolve the
10 dispute, be referred to the Court.

11 **3. Class Data for the Settlement Administrator.** Within twenty-one (21) calendar
12 days of the latter of: entry of the Preliminary Approval Order, or Court approval of the Notice of
13 Class Action Settlement to the Class, Defendant shall provide to the Settlement Administrator a
14 confidential class list containing for each Class Member: 1) the name, 2) employee ID number,
15 3) last known address and telephone number, 4) number of Eligible Workweeks worked during
16 the Class Period, 5) number of Eligible Workweeks worked during the PAGA Period and 6)
17 Social Security number. This information shall be used to facilitate the administration of this
18 Agreement. The Settlement Administrator shall keep the class data provided by Defendant
19 strictly confidential and shall use the class data only for the purposes described in this
20 Agreement, and shall return the class data to Defendant or confirm the destruction of same upon
21 completing the settlement administration called for by this Agreement.

22 **4. Mailing Materials to Class Members.** Upon its receipt of the list of names and
23 last known addresses of each putative Class Member, the Settlement Administrator shall access
24 the National Change of Address ("NCOA") Database, and update the addresses maintained by
25 Defendant. Within ten (10) calendar days of the receipt of the class data discussed immediately
26 above, the Settlement Administrator shall send the Notice of Class Action Settlement to Class
27 Members, at their last known address via First Class U.S. Mail. Any mailing returned to the
28 Settlement Administrator as undeliverable shall be sent within ten (10) calendar days via First

1 Class U.S. Mail to any available forwarding address. If no forwarding address is available, then
2 the Settlement Administrator shall attempt to determine the correct address by using a computer-
3 based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail
4 within five (5) calendar days. If the last known address is not available for a Class Member, then
5 the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only
6 one re-mailing is required. If a Class Member cannot be located within two (2) attempts at
7 mailing, then the Notice of Class Action Settlement for that Class Member will be deemed
8 undeliverable. It is the intent of the Parties that reasonable means be used to locate Class
9 Members.

10 **5. Proof of Mailing.** At least thirty (30) calendar days prior to the Fairness Hearing,
11 or sooner or as otherwise required by Class Counsel or the Court in connection with filing the
12 Motion for Final Approval, the Settlement Administrator shall provide a declaration of due
13 diligence and proof of mailing with regard to mailing of the Notice of Class Action Settlement to
14 Class Counsel and Defense Counsel, which they shall in turn provide to the Court.

15 **D. Class Members' Options to Respond**

16 **1. Notice Period.**

17 **a. Submission of Objections and Requests for Exclusion.** Putative Class
18 Members will have forty-five (45) calendar days from the date of the mailing of the Notices to
19 postmark their objections or written Requests For Exclusion to the Settlement Administrator.
20 Individuals who exclude themselves from the Settlement shall lose standing to object. Except as
21 specifically provided herein, no response of any kind that is postmarked after the Notice Period
22 shall be considered unless agreed to by the Parties or ordered by the Court. In the event of any
23 re-mailing of the Notice of Class Action Settlement, a Class Member's deadline to respond to the
24 Notice of Class Action Settlement shall be extended by fourteen days.

25 **b. Deficiency Notices.** Within ten (10) calendar days after receipt by the
26 Settlement Administrator of each timely-submitted Request For Exclusion, if necessary, the
27 Settlement Administrator will send a deficiency notice to the individual requesting exclusion
28 addressing any irregularities in the Request For Exclusion (such as failure to sign or include last

1 four digits of Social Security Number). The deficiency notice will provide fourteen (14) calendar
2 days from the mailing of the deficiency notice to postmark a written response to cure all
3 deficiencies.

4 **2. Requests for Exclusion and Opt-Out Rights.** Putative Class Members shall be
5 given the opportunity to opt out of the Settlement.

6 **a. Opt-Out Procedure.** Putative Class Members may opt out of the
7 Settlement by mailing the Settlement Administrator a Request for Exclusion. A Request for
8 Exclusion, to be valid, must include the individual's name, current address, current telephone
9 number, and the last four digits of their Social Security number, if one has been assigned to
10 them. Any Request for Exclusion that does not include all of the required information or that is
11 not submitted in a timely manner will be deemed ineffective. If there is a dispute regarding the
12 timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall make
13 the determination, after consultation with Class Counsel and Defense Counsel.

14 **b. Effect of Exclusion Through Opting Out.** Any putative Class Member
15 who opts out of the Settlement by submitting a Request for Exclusion may not submit an
16 Objection and shall not receive any Individual Settlement Payment, and shall not be bound by
17 the releases set forth in this Agreement, except that any putative Class Member who submits a
18 Request for Exclusion is nevertheless bound by the Released PAGA Claims and shall receive
19 their pro rata share of the PAGA Payment, if they are an Aggrieved Employee. If both a Request
20 for Exclusion and an Objection is submitted by any individual, then the Request for Exclusion
21 will be valid and will invalidate the Objection. Each Class Member who does not submit a
22 timely, valid Request for Exclusion shall be bound by the releases for which this Agreement
23 provides.

24 **3. Objections.** Class Members shall be entitled to object to the terms of the
25 Agreement. The right to object shall not apply to the Released PAGA Claims. Any Objection to
26 this Agreement must state (1) the name and case number of this Action (or reasonable portion
27 thereof), (2) the full name, last four digits of their social security number (if assigned), and
28 current address of the Class Member making the Objection, (3) whether it applies only to the

1 objector, to a specific subset of the class, or to the entire class; and (4) with specificity the
2 grounds for the objection. Class Members who submit an Objection remain bound by this
3 Agreement if it is approved by the Court. Objections can be sent to the Settlement Administrator.
4 Class Counsel shall be responsible for promptly collecting and filing all objections, including
5 any responses from the parties thereto, with the Court.

6 **4. Proof of Class Members' Responses.** At least thirty (30) calendar days prior to
7 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the
8 Court regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any
9 mailing due to invalid addresses, the number of any Requests for Exclusion, and the number of
10 any Objections and the contents of the Objections.

11 **5. Binding Effect of Settlement.** Although a putative Class Member might not
12 receive the Notice of Class Action Settlement, and might not timely submit an Objection or
13 Request for Exclusion because of inability to locate the Class Member's current address, that
14 Class Member shall nonetheless be bound by this Agreement.

15 **6. No Interference with Class Member Responses.** Plaintiffs, Class Counsel,
16 Defendant and Defense Counsel agree not to encourage any Class Member to submit an
17 Objection or a Request for Exclusion, and agree not to retaliate against any Class Member for
18 participating or not participating in the settlement that this Agreement contemplates.

19 **E. Distribution of Settlement Proceeds**

20 **1. Administrative Costs.** The Parties agree to obtain reasonable estimates of
21 Administrative Costs through a bidding process and seek approval of Administrative Costs to be
22 drawn from the Gross Settlement Amount. If the Court approves only a lesser amount, then the
23 other terms of this Agreement shall still remain in effect. The amount of Administrative Costs is
24 not a material term of this Agreement.

25 **2. Class Counsel Payment.** Class Counsel shall request that the Court award a
26 Class Counsel Payment, to be drawn from the Gross Settlement Amount, for (a) attorneys' fees
27 of up to 33.33% of the Gross Settlement Amount or \$133,200.00, and (b) litigation costs actually
28 incurred in representing the interests of the Class in this Action of up to \$25,000. Defendant shall

1 have no liability for any other attorneys' fees or costs. Defendant shall not object to Plaintiffs'
2 application for fees and costs up to the aforementioned amounts. To the extent that the Court
3 approves less than the amount of Class Counsel Payment that Class Counsel request, the
4 difference between the requested and awarded amounts will be distributed to Class Members on
5 a proportional basis relative to the size of their claims as set forth in Section E.5, below. The
6 Court's approval of the Class Counsel Payment in the amount requested is not a material term of
7 this Agreement. If the Court approves only a lesser amount, then the other terms of this
8 Agreement shall still remain in effect and the difference will remain part of the Net Settlement
9 Amount.

10 **3. Class Representative Service Award.** Plaintiffs will request Class
11 Representative Service Awards in an amount up to Five Thousand Dollars (\$5,000) each or Ten
12 Thousand Dollars (\$10,000) total. Defendant agrees not to object to a request up to this amount.
13 The Class Representative Service Awards would be in addition to the Class Representatives'
14 Individual Settlement Payments. Any amount of the requested Awards not approved by the Court
15 shall be allocated to the Net Settlement Value and distributed to Class Members on a
16 proportional basis relative to the size of their claims as set forth in Section E.5, below. In
17 exchange for their Class Representative Service Awards, Plaintiffs shall execute a general
18 release of all claims, as set forth in Section F.3 below. The Court's approval of Class
19 Representative Service Awards is not a material term of this Agreement. If the Court does not
20 approve or approves only a lesser amount of Class Representative Service Awards, then the other
21 terms of this Agreement shall still remain in effect and the difference will remain part of the Net
22 Settlement Amount.

23 **4. PAGA Payment.** The Parties will seek approval for a Ten Thousand Dollar
24 (\$10,000.00) PAGA Allocation Payment drawn from the Gross Settlement Amount. Seventy-
25 five percent (75%) of the PAGA Payment will be paid to the LWDA, and twenty-five percent
26 (25%) will be allocated to the Net Settlement Amount, as is required by law. The portion of the
27 PAGA Payment allocated to the Net Settlement Amount shall be distributed to Aggrieved
28 Employees in an amount proportionate to their respective number of Eligible Workweeks during

1 the PAGA Period divided by all Eligible Workweeks attributed to Aggrieved Employees during
2 the PAGA Period. In the event the Court fails, on its first hearing, to approve this Agreement
3 because the amount of the PAGA Payment is not adequate, then the Parties shall cooperate in
4 good faith to reallocate the total settlement proceeds, within this Agreement, in order to try to
5 achieve Final Approval of the Agreement upon any subsequent Court hearings. Any change in
6 the requested PAGA Payment is not a material term of this Agreement. If the Court approves a
7 lesser or greater amount than that requested, the other terms of this Agreement shall still remain
8 in effect. However, some approval of a PAGA Payment is a material term of the Settlement and
9 this Agreement. If the Court does not approve a PAGA Payment, then the entire Agreement will
10 be, at Defendants' sole discretion, void and unenforceable. In the event Defendants exercise this
11 option, then the Administrative Costs shall be borne by Defendants.

12 **5. Individual Settlement Payments.** Each Class Member shall be entitled to an
13 Individual Settlement Payment consisting of a share of the Net Settlement Amount, in
14 accordance with the formula and procedures set forth below.

15 **a. Workweek Calculations.** Defendant will calculate the total number of
16 weeks that each Class Member ("Individuals Workweeks") and all Class Members ("Class
17 Workweeks") worked during the Settlement Class Period. Alternatively, Defendant may provide
18 the relevant start and termination dates (as applicable) for each Class Member from which the
19 Settlement Administrator may calculate the same. Any fraction of a workweek actually worked
20 will be rounded up to a full workweek.

21 **b. Disputed Information on Class Notice.** Class Members will have an
22 opportunity to dispute the information provided in their Class Notice. To the extent Class
23 Members dispute the number of Workweeks with which they have been credited or the amount
24 of their Individual Settlement Payment, Class Members may produce evidence to the Settlement
25 Administrator showing that such information is inaccurate. Absent evidence rebutting
26 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
27 Member produces evidence contrary to Defendant's records by the Response Deadline, the
28 Settlement Administrator shall notify Class Counsel, and Defendant's Counsel to discuss and

1 resolve the dispute, including providing all available relevant information to all counsel. Class
2 Members must include the following information with their dispute: (a) their full name,
3 signature, address, and telephone; (b) the number of pay periods they contend is correct; and (c)
4 any evidence supporting their contention. The Parties will resolve all disputes jointly, which
5 shall be final and binding on any Class Member disputes, and shall thereafter instruct the
6 Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach an
7 agreement, disputes shall be referred to the Settlement Administrator for a determination and if
8 the dispute remains unresolved after that, the dispute shall be submitted to the Court for final
9 determination. All such disputes are to be resolved or submitted to the Court no later than
10 fourteen (14) calendar days after the Response Deadline.

11 **c. Individual Payment Estimates.** The individual settlement awards for the
12 class claims will be determined by dividing the Net Settlement Amount by the total number of
13 pay periods for the Class Members, resulting in the Pay Period Value, and then multiplying the
14 Pay Period Value by the number of pay period worked by each Class Member. The individual
15 settlement awards for the PAGA claims will be determined by dividing the amount reserved for
16 PAGA penalties (less 75% to be paid to the LWDA) by the total number of pay periods for the
17 PAGA Members during the applicable statute of limitations period resulting in the PAGA Pay
18 Period Value, and then multiplying the PAGA Pay Period Value by the number of pay periods
19 worked by each PAGA Member.

20 **d. Unnegotiated funds.** The Parties anticipate that certain Class Member
21 checks will not be negotiated. If less than ten percent (10%) of the Net Settlement Fund remains
22 unnegotiated by Class Members, the outstanding balance shall be awarded to a mutually agreed
23 upon *cy pres* recipient (pursuant to Court approval). If unnegotiated funds equal more than ten
24 percent (10%) of the Net Settlement Fund, then the outstanding balance shall be redistributed to
25 Class Members who did negotiate their checks.

26 **e. Tax Treatment of Individual Settlement Payments to Class Members.**
27 All individual settlement shares for Class Members will be allocated as follows 33.33 (%) to
28 settlement of wage claims and 66.67 (%) to settlement of claims for interest and statutory

1 penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portion
2 allocated to interest and penalties will be reported on an IRS Form 1099 by the Settlement
3 Administrator (and not Defendant). The Court's approval of the allocation of Individual
4 Settlement Payments set forth above is not a material term of this Agreement. If the Court does
5 not approve or approves a different allocation, then the other terms of this Agreement shall still
6 remain in effect.

7 **6. Effect of Opt-Outs On Net Settlement Amount.** This is a non-reversionary,
8 non-claims-made Settlement. No portion of the Gross Settlement Amount shall remain with
9 Defendant. If any Class Member chooses to opt out of the Settlement and submits a timely and
10 valid Request for Exclusion, then that Class Member's Individual Settlement Payment shall be
11 distributed to Class Members on a proportional basis relative to the size of their claims.

12 **7. Funding of Gross Settlement Amount.** Within fifteen (15) days of the Effective
13 Date, Defendant shall pay the initial sum of \$100,000.00 to the Settlement Administrator. After
14 the Effective Date, Defendant shall have fifteen (15) months to fully satisfy its payment
15 obligation. Defendant shall pay the total sum of at least \$50,000 per quarter.

16 **8. Disbursement of Gross Settlement Amount by Settlement Administrator.**
17 Upon receipt of all funds due under the terms of this Agreement, within 15 days the Settlement
18 Administrator shall fully distribute the Gross Settlement Amount as ordered by the Court.

19 **F. Releases**

20 **1. Releases by Class Members.** By operation of the entry of the Final Approval
21 Order and Judgment and upon receipt and disbursement of Defendant's Gross Settlement
22 Amount payment, Class Members shall fully release Defendant and all of their present and
23 former parent companies, subsidiaries, affiliates, shareholders, officers, directors, employees,
24 agents, servants, registered representatives, attorneys, successors and assigns from the Released
25 Claims.

26 **2. Additional Release by Class Representatives.** In addition to the releases given
27 by each Class Member, Plaintiffs also generally release all claims against each Released Party.
28 This general release includes claims arising from Plaintiffs' employment relationship with

1 Defendant, including, without limitation, claims for discrimination, harassment, or retaliation
2 pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, the
3 California Fair Employment and Housing Act, California Gov't Code Section 12900 *et seq.*, or
4 any claims for violation of public policy, or claims arising from the California Labor Code and
5 the FLSA. This general release by Plaintiffs also includes a waiver of rights under California
6 Civil Code Section 1542, which states:

7 A general release does not extend to claims that the creditor or
8 releasing party does not know or suspect to exist in his or her favor
9 at the time of executing the release and that, if known by him or
10 her, would have materially affected his or her settlement with the
11 debtor or released party.

11 This release from Plaintiffs is only effective upon the Court granting final approval of the
12 Settlement and only applies to claims that may be released as a matter of law. This release also
13 does not include future claims that arise after final approval.

14 **3. Settlement is Contingent Upon Release of Claims.** This Agreement is
15 conditioned upon the releases by Class Members, the Aggrieved Employees, and Plaintiffs as
16 described herein, and upon covenants by the Class Members, the Aggrieved Employees and
17 Plaintiffs that they will not participate in any actions, lawsuits, proceedings, complaints, or
18 charges in any court or before any administrative body related to any claims they have released
19 under this Settlement.

20 **4. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement
21 and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to
22 approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by
23 law, this Agreement will operate as a complete defense to—and may be used as the basis for an
24 injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

25 **G. Miscellaneous**

26 **1. Defendant's Right to Terminate Agreement.** Defendant has the right, in its sole
27 and exclusive discretion, to terminate and withdraw from the Agreement at any time prior to date
28 the Court enters final approval of this Settlement if and only if ten percent (10%) or more of

1 Class Members timely and validly opt-out of the Settlement. Defendant must make such election
2 within 10 court days of being notified by the Settlement Administrator of an opt-out rate that
3 meets or exceeds 10%.

4 **2. Defendant Must Provide PMK Declaration.** Within 15 days of the Parties’
5 execution of the Agreement, Defendant will provide to Plaintiffs a declaration from a person
6 most knowledgeable indicating that Defendant has updated its policies and practices to ensure
7 continued compliance with California law.

8 **3. Materiality of Terms.** Except as otherwise stated herein, each substantive term
9 of this Agreement is material and has been relied upon by the Parties in entering into this
10 Agreement. If the Court does not approve any substantive term, or if the Court effects a material
11 change to the Agreement then the entire Agreement will be, at the Parties’ discretion, void and
12 unenforceable. Where this Agreement states that a term is not material, then the Court’s refusal
13 to approve that term leaves all the other terms of the Agreement in effect, and does not give the
14 Parties any basis to abrogate this Agreement.

15 **4. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
16 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything
17 in this Agreement be relied upon as such within the meaning of United States Treasury
18 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

19 **5. No Impact on Employee Benefits.** No payment made under this Agreement shall
20 be considered as compensation or hours worked or hours paid for purposes of determining
21 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
22 purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit
23 plan,” as defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29
24 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option,
25 stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation,
26 severance, hospitalization, insurance, incentive, deferred compensation, or any other similar
27 benefit plan, practice, program, or policy, regardless of whether any such plan is considered an
28 ERISA employee benefit plan.

1 **6. Language of Settlement Documents.** All settlement-related documents to be
2 filed with the Court or sent to Class Members must be approved by all Parties before being filed
3 or sent.

4 **7. Parties' Authority.** The signatories hereto represent that they are fully authorized
5 to bind the Parties to all the term of this Agreement. This Agreement may be executed on behalf
6 of Class Members by the Class Representative and by Class Counsel.

7 **8. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
8 any Exhibits attached hereto, constitutes the entire agreement on its subject matter, and
9 supersedes all prior and contemporaneous negotiations and understandings between the Parties.

10 **9. Counterparts.** This Agreement may be executed in counterparts, and each
11 counterpart signed and delivered shall be deemed an original, and when taken together with other
12 signed counterparts, signed and delivered shall constitute one signed Agreement, which shall be
13 binding upon and effective as to all Parties.

14 **10. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
15 by signing on the designated signature block and transmitting that signature page via facsimile or
16 as an attachment to an email to counsel for the other Party. Any such signature shall be deemed
17 an original for purposes of this Agreement and shall be binding upon the Party who transmits the
18 signature page.

19 **11. Waivers and Modifications to Be in Writing.** No waiver, modification, or
20 amendment of this Agreement—whether purportedly made before or after the Court's approval
21 of this Agreement—shall be valid unless it appears in a writing signed by or on behalf of all
22 Parties, and then shall be valid subject to any required Court approval. Any failure by any Party
23 to insist upon the strict performance by the other Party of any provision of this Agreement shall
24 not be deemed a waiver of future performance of the same provisions or of any other provision
25 of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to
26 insist upon the specific performance of any provision of this Agreement. The time periods and
27 dates provided in this Agreement with respect to giving of notices and hearings are subject to
28 Court approval and modification by the Court or by written stipulation of Class Counsel and

1 Defense Counsel.

2 **12. Construction.** Each Party participated jointly in the drafting of this Agreement,
3 and its terms are not intended to be, and shall not be, construed against any party by virtue of
4 draftsmanship.

5 **a. Exhibits Incorporated by Reference.** This Agreement includes the terms
6 set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

7 **b. Headings.** The headings within this Agreement appear for convenience of
8 reference only and shall have no effect upon the construction or interpretation of any part of this
9 Agreement.

10 **c. Invalidity of Any Provision.** Before declaring any provision of this
11 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
12 extent possible consistent so as to render all provisions of this Agreement enforceable.

13 **13. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
14 such acts and to execute and to deliver such documents as are reasonably necessary to carry out
15 this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid
16 unnecessary Administrative Costs.

17 **14. No Prior Assignments or Undisclosed Liens.** The Class Representatives and
18 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise
19 disposed of any Released Claim or claim to attorneys' fees and costs award to be paid under this
20 Agreement. The Class Representatives and the Class Counsel further represent and warrant that
21 there are not any liens or claims against any amount that Defendant is to pay under this
22 Agreement.

23 **15. Waiver of Right to Request Exclusion by Class Representatives.** The Class
24 Representatives, by signing this Agreement, agree not to request exclusion from the Settlement.
25 The Class Representatives, by signing this Agreement, further represent that they have no
26 objection to the terms of the Agreement and believe the terms to be fair, reasonable and
27 adequate.

28 **16. Interim Stay of the Action.** Pending completion of all of the prerequisites

1 necessary to effectuate this Settlement, the Parties agree, subject to Court’s approval, to a stay of
2 all proceedings in the Action except such as are necessary to effectuate the Settlement.

3 **17. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
4 implementation of this Agreement as well as any matter arising out of, or related to, the
5 implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of
6 this Agreement without the consent of all Parties.

7 **18. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
8 first attempt to resolve the dispute informally through good faith negotiations, and, if those
9 efforts are unsuccessful, they agree to mediate any such dispute with mediator Hon. Ernest
10 Goldsmith (Ret.). The Parties will split the costs of the mediator, and all parties will bear their
11 own fees and costs. If mediation of any such dispute fails, such dispute shall be finally resolved
12 by the Court.

13 **19. Governing Law.** All terms of this Agreement shall be governed by and
14 interpreted according to California law.

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19 **[Addendum on Following Page]**
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ADDENDUM TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

THIS ADDENDUM TO THE CLASS AND PAGA ACTION SETTLEMENT AGREEMENT (hereinafter "Addendum") is entered into and effective upon its execution by all parties hereto (subject to Court approval). It is entered into by and between Plaintiffs Victor Corona and Rosa Alcaute (hereinafter "Plaintiffs") on their own behalf and on behalf of all "Class Members," as defined in Paragraph A(7) of the Class and PAGA Action Settlement Agreement (hereinafter "Agreement"), on the one hand, and Defendant San Francisco Brewing Co., LLC (hereinafter "Defendant"), on the other hand. Plaintiffs and Defendant are collectively referred to as the "Parties" herein.

RECITALS

- A. The Parties enter into this Addendum because they agree to amend the Agreement in writing, as required by paragraph G(11) therein.
- B. This Addendum, insofar as it differs in content from the Agreement, shall supersede the Agreement, and shall be final and binding.

PROVISIONS

1. NOTICE OF SETTLEMENT AND CLASS MEMBER RESPONSE PROCEDURES

- (a) Class Data for the Settlement Administrator. Defendant shall provide e-mail addresses for Class Members, if they are available, to the Settlement Administrator (CPT Group, Inc.), in addition to the class data information described in paragraph C(3) of the Agreement.
- (b) Additional Settlement Administrator Duties. (i) If the Settlement Administrator receives an e-mail address for any Settlement Class Member, then the Settlement Administrator shall e-mail the Notice Form in addition to providing it by first-class mail. (ii) The Settlement Administrator shall disseminate the Notice Form in English and in Spanish. (iii) The Settlement Administrator shall setup and manage a Settlement website and provide that url to Class Members in the Notice Form. The Settlement website shall be launched the day Notice Forms are disseminated to Class Members and shall contain all Settlement approval documents filed by the Parties and the operative Complaint for the instant action.
- (c) Settlement Class Members May E-mail Their Settlement Responses. Class Members shall be allowed to submit any objections or requests for exclusions by e-mail to the Settlement Administrator. Furthermore, Settlement Class Members may dispute their workweeks with the Settlement Administrator by e-mail. The Notice Form shall inform Settlement Class Members of an e-mail address for the Settlement Administrator where objections, requests for exclusion, or workweek disputes can be sent.

2. CY PRES RECIPIENT

Subject to Court approval, the Parties select La Raza Centro Legal [<https://www.lrcl.org/>] as their *cy pres* recipient to receive any unnegotiated settlement funds as permitted by paragraph E(5)(c) of the Agreement.

3. SETTLEMENT ADMINISTRATION COSTS

The Settlement Administrator has submitted a bid for its services. It has indicated that it will charge either \$11,000 or \$13,000. The lesser amount applies if only a single distribution to Members is required. The greater amount applies if two distributions to Class Members are required. [See, Agreement ¶ E(5)(c)]. No matter what, the payment to the Settlement Administrator shall not exceed \$13,000.

WHEREFORE, the Parties hereto knowingly and voluntarily executed this Addendum as of the dates set forth below.

DATED: 12/7/2023

Josh Leavy

Josh Leavy
Owner
On behalf of Defendant

DATED: December 7, 2023

Gonzalo Morales

Kevin D. Reese
Gonzalo Morales
Counsel for Defendant

DATED: December 8, 2023

Rosa Tello Alcaute

Plaintiff Rosa Alcaute

DATED: December 8, 2023

[Signature]

Plaintiff Victor Corona

DATED: December 8, 2023

[Signature]

Arlo Uriarte
Counsel for Plaintiffs
Liberation Law Group, P.C.



Registro de firma

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signrequest@liberationlawgroup.com

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Addendum to Agreement...pdf

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119.0.0.0

signrequest@liberationlawgroup.com

Verificación de dirección de correo electrónico:

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rtello1965@yahoo.com

Verificación de dirección de correo electrónico:

Verified by SignRequest

Firma añadida, página 2:

Rosa Tello Alcaute

Dirección IP:

174.195.117.60

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Mobile/15E148 Safari/604.1

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mamey1964@yahoo.com

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Verified by SignRequest

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Registro de firma

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174.195.113.137

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AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1
Mobile/15E148 Safari/604.1

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this

Agreement as of the dates set forth below:

DATED: 3/5/2024, 2024

Josh Leavy

Josh Leavy
Owner
On behalf of Defendant

DATED: March 6, 2024

Gonzalo Morales

Kevin D. Reese
Gonzalo Morales
Defense Counsel

DATED: 7 mar 2024, 2024

Rosa tello Alcaute

Plaintiff Rosa Alcaute

DATED: 7 mar 2024, 2024

Victor Hernandez corona

Plaintiff Victor Corona

DATED: March 7, 2024

Arlo Uriarte

Arlo Uriarte
Class Counsel
Liberation Law Group, P.C.

END OF DOCUMENT

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Liberation Law Group P.C. (signrequest@liberationlawgroup.com)

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Kind regards,

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Signature added, page 26:

Victor Hernandez corona

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rtello1965@yahoo.com

Email address verification: Verified by SignRequest

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Signature added, page 26:

Rosa tello Alcaute

IP address:

174.195.113.169

User agent:

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AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.6.1
Mobile/15E148 Safari/604.1

Document signed:

March 7, 2024, 5:47 a.m. (UTC)

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

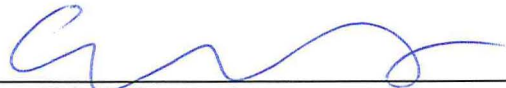
I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 19, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: March 19, 2024

Brandon E. Riley, Clerk

By: _____



Ericka Larnauti, Deputy Clerk