

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

Victor Corona and Rosa Alcaute v. San Francisco Brewing Co., LLC
Case No. CGC-20-583125
Superior Court of San Francisco

DID YOU WORK AT SAN FRANCISCO BREWING CO. & RESTAURANT IN CALIFORNIA AS AN HOURLY, NON-EXEMPT EMPLOYEE DURING THE PERIOD OF APRIL 20, 2018, TO MARCH 19, 2024? IF YES, YOU MAY BE ENTITLED TO A SHARE OF A CLASS ACTION SETTLEMENT, IF IT RECEIVES FINAL COURT APPROVAL

- A \$400,000 class action settlement (“the Settlement”) has been reached between plaintiffs Victor Corona and Rosa Alcaute (hereinafter “Plaintiffs”) and defendant San Francisco Brewing Co., LLC (hereinafter “Defendant”) (collectively “the Parties”). The Court will make a final determination as to the propriety of the Settlement at the Final Fairness Hearing, which is scheduled to take place on September 26, 2024, at 10:00 a.m. in Department 613 at the Superior Court of California for the City and County of San Francisco, located at 400 McAllister St, San Francisco, CA 94102.
- The Settlement resolves a putative class and representative action brought by Plaintiffs in which they allege the following claims against Defendant: (1) failure to pay all wages; (2) failure to pay overtime compensation; (3) failure to permit meal periods; (4) failure to permit rest periods; (5) failure to furnish accurate wage statements; (6) waiting time penalties; (7) conversion; (8) civil penalties pursuant to the Private Attorneys General Act (hereinafter “PAGA”) (Labor Code §§2698, et seq.); and (9) Unfair Competition in Violation of Cal. Business and Professions Code §§17200, et seq. Plaintiffs’ causes of action are based on two central allegations: (1) Defendant fails to compensate Plaintiffs and similar employees for the time it takes to don and doff their uniforms plus, and separately, Defendant required them to work during unpaid meal periods; (2) Defendant often failed to provide Plaintiffs and similar employees adequate meal and rest periods due to their hectic assigned work schedules. Defendant denies the factual allegations and legal claims asserted by Plaintiffs in this lawsuit. The Court has not made any ruling or determination of liability in favor of either Plaintiffs or Defendant.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You are <u>not</u> required to do anything to receive an individual settlement payment or a PAGA payment. If the Settlement receives the Court’s Final Approval, you will receive a settlement payment and a PAGA payment (if applicable) at the address where this Notice was mailed. Please inform the Settlement Administrator if your mailing address changes. If you do nothing and participate in the Settlement, you will be subject to the Release specified below in section 9.
EXCLUDE YOURSELF	You are not required to participate in this Settlement. You may exclude yourself by following the instructions detailed below in section 12- If you elect to exclude yourself, you will <u>not</u> receive a settlement payment, and you will <u>not</u> release any potential claims. You are not permitted to object to the Settlement if you exclude yourself. <u>However, under California law, there is no statutory right for any Settlement Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims.</u>
OBJECT	You may object to the Settlement by submitting a written Notice of Objection and any supporting papers to the Settlement Administrator, as further explained below in section 13. You may also object by appearing at the Final Fairness Hearing. The deadline to submit a written Notice of Objection is August 5, 2024 . The deadline is extended by fourteen days if this Notice was re-mailed to you.

- Plaintiffs’ lawsuit contains two different theories under the law that allow Plaintiffs to seek relief on behalf of Defendant’s current and former, non-exempt hourly-paid employees: (1) class action and (2) representative action under PAGA. Section 382 of the California Code of Civil Procedure authorizes class actions suits when a question is raised that is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court; Plaintiffs believe these requirements apply. Under PAGA, an “aggrieved employee” or in other words, any person who was employed by someone or some entity alleged to have violated the Labor Code and against whom one or more of the alleged violations was committed, may bring a civil action against the alleged violator to recover civil penalties for Labor Code violations both as to himself or herself and as to other current or former employees.

Questions? Call the Settlement Administrator at 1-888-272-1023

- The Settlement calls for all eligible employees to receive individual settlement payments based on pay periods worked during the time period of April 20, 2018, to March 19, 2024 (a time span referred to as the “Class Period”).
- The Settlement also provides PAGA payments to eligible employees based on pay periods worked between February 21, 2019, through March 19, 2024 (hereinafter the “PAGA Period”).
- Your projected individual settlement payment is <<SettAmnt>> based on <<Workweeks>> Weeks. Your projected PAGA payment is <<PAGAAmnt>> based on <<PAGAWeeks>> Weeks.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice. You may also access additional information by visiting this website: www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement.

IMPORTANT POINTS ABOUT THE SETTLEMENT EXPLAINED IN GREATER DETAIL

1. Why did I get this notice?

Defendant’s records show that you work or have worked at San Francisco Brewing Co. & Restaurant as a non-exempt, hourly-paid employee within the following timeframe: April 20, 2018, to March 19, 2024. This notice explains Plaintiffs’ lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

The lawsuit is known as *Victor Corona and Rosa Alcaute v. San Francisco Brewing Co., LLC*, and is pending in the Superior Court of San Francisco, Case No. CGC-20-583125. Plaintiffs filed a complaint asserting the following claims: (1) failure to pay all wages; (2) failure to pay overtime compensation; (3) failure to permit meal periods; (4) failure to permit rest periods; (5) failure to furnish accurate wage statements; (6) waiting time penalties; (7) conversion; (8) civil penalties pursuant to the Private Attorneys General Act (Labor Code §§2698, et seq.); and (9) Unfair Competition in Violation of Cal. Business and Professions Code §§17200, et seq.

Plaintiffs’ claims are based on two central allegations: (1) Defendant fails to compensate Plaintiffs and similar employees for the time it takes to don and doff their uniforms plus, and separately, Defendant required them to work during unpaid meal periods; (2) Defendant often failed to provide Plaintiffs and similar employees adequate meal and rest periods due to their hectic assigned work schedules.

Defendant denies Plaintiffs’ claims. The Court has not made any ruling or determination of liability in favor of either Plaintiffs or Defendant. However, the Parties have agreed to settle the matter. Their settlement has been proposed to the court, and the court has granted preliminary approval. Next, Plaintiffs will move for final approval of the settlement.

3. Why is this lawsuit a class action?

Section 382 of the California Code of Civil Procedure authorizes class actions suits when a question is raised that is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court. Plaintiffs believe these requirements are met in this case.

4. Who is in the Settlement Class?

All current and former non-exempt hourly-paid employees of Defendant who worked in California during the following period and did not request exclusion from this settlement: April 20, 2018, through March 19, 2024.

5. Why is there a settlement?

The Parties investigated the claims and defenses relevant to this lawsuit and both agreed that a settlement was appropriate. A settlement allows employees like you to receive money while avoiding the cost and risk of further litigation for the Parties.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

- Defendant has agreed to pay a total settlement amount of **\$400,000**.
- Plaintiffs will ask the Court for deductions from the \$400,000. Particularly, Plaintiffs will request the following:
 - \$133,200 in attorneys fees for Plaintiffs’ counsel. \$133,200 equals 33.33% of the total settlement amount.
 - Accrued litigation costs for Plaintiffs’ counsel which are estimated to be \$6,000 but will not exceed \$25,000.
 - Class representative service awards to Plaintiffs in recognition of their efforts advocating on behalf of the class; Plaintiffs will request \$5,000 each or \$10,000 total.
 - Settlement administration fees to CPT Group, Inc. not to exceed \$13,000.
 - A \$10,000 PAGA Allocation Payment to Settle Plaintiffs’ PAGA Claim
 - 75% of the PAGA Allocation payment, or \$7,500, must go to the State of California's Labor and Workforce Development Agency. 25% or \$2,500 must be paid to employees who worked during the PAGA period, which runs from February 21, 2019, through March 19, 2024. Employee PAGA payments will be issued proportionally based on pay periods worked.
 - Under California law, there is no statutory right for any class member to object or opt out of the PAGA settlement. Any timely objection or exclusion from the settlement submitted by you shall be construed as relating only to the class claims at issue and shall have no effect whatsoever on the settlement of the PAGA claims.
- The settlement administrator will distribute the remaining amount or “Net Settlement Amount” to settlement class members who participate in the settlement. Individual distributions will be based on weeks worked using the following formula:

Net Settlement Amount divided by the total number of pay periods for all class members, resulting in the pay period value. Then, the Pay Period Value will be multiplied by the number of pay periods worked by each Class Member.

- Your estimated settlement payment is <<SettAmnt>> and you worked <<Workweeks>> Individual Pay Periods.

7. What if I disagree with my estimated payment or my individual pay periods as listed above?

You may dispute this information in writing. Please send your written dispute to the Settlement Administrator via mail, fax, or e-mail. Your dispute must be postmarked or faxed no later than **August 5, 2024**. However, this deadline is extended by fourteen days if your notice was re-mailed to you. The Settlement Administrator’s contact information is:

Corona v. San Francisco Brewing Co., LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1 (888) 272-1023

www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement
SanFranciscoBrewingSettlement@cptgroup.com

In addition to being in writing, your dispute must contain: (a) your full name, signature, address, and telephone; (b) the number of pay periods you contend is correct; and (c) any evidence supporting your contention. The Settlement Administrator will share your dispute with counsel for the Parties, your evidence will be weighed against any evidence possessed by Defendant, and a final determination will be made by the Settlement Administrator. The Settlement Administrator will inform you of the final determination.

8. Important Tax Information to Consider

One-third (1/3) or 33% of the Individual Settlement Award paid to each Participating Settlement Class Member shall be reported on an IRS Form W-2 as alleged unpaid wages subject to all applicable tax withholdings. Two-thirds (2/3) or 67% of the Individual Settlement Award paid to each Participating Settlement Class Member shall be reported on an IRS Form 1099 as alleged non-wage penalties and interest not subject to payroll tax withholdings. Each Participating Settlement Class Member will be responsible for correctly characterizing the compensation for tax purposes and for payment of any taxes on any amount received. Defendant will be responsible for paying its share of payroll taxes on the amount reported as alleged unpaid wages on a Form W-2.

The PAGA Settlement Payment to each Settlement Class Member shall be reported on an IRS Form 1099 as alleged non-wage penalties not subject to payroll tax withholdings. Each Participating Settlement Class Member will be responsible for correctly characterizing the compensation for tax purposes and for payment of any taxes on any amount received.

9. What am I giving up in exchange for the class action settlement benefits?

You will be subject to the following release of claims if you do not exclude yourself from the Settlement: In exchange for your individual settlement payment, you will release any and all claims under state, federal, or local law, whether statutory or common law, contained in Plaintiffs' complaint, which includes their notice of violations letter to the State of California's Labor and Workforce Development Agency. You will also release any claims that stem from the same factual predicate alleged in Plaintiffs' complaint.

You may access Plaintiffs' complaint here: www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement

Your release of claims does not include any claim which cannot be waived or released by private agreement, such as claims for workers' compensation benefits, unemployment benefits, state disability benefits, or any other vested benefits. Further, nothing in this Agreement prevents Class Members from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the FEHA, SEC, OSHA, EEOC, California Civil Rights Department ("CRD", formerly known as DFEH), or NLRB.

HOW TO GET A SETTLEMENT PAYMENT

10. How do I get a settlement payment? How long will I have to cash my check?

If the court gives its final approval of this Settlement, **you will automatically be sent a check payment at the address where this notice was mailed.** Please contact the settlement administrator and update your address if necessary:

Corona v. San Francisco Brewing Co., LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1 (888) 272-1023

www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement
SanFranciscoBrewingSettlement@cptgroup.com

Your check will remain negotiable for up to 180 days. It is anticipated that some recipients will fail to negotiate their checks. If less than 10% of the total Net Settlement Fund remains unnegotiated, then the outstanding balance shall be awarded to a *cy pres* recipient, subject to the court's final approval. If unnegotiated funds equal more than 10% of the total Net Settlement Fund, then the outstanding balance shall be redistributed to class members who negotiated their checks.

11. When will I get my check?

Checks will be mailed after the Court grants final approval of the Settlement and the timing for Defendant's distribution of all settlement funds is met. Defendant will make fifteen monthly payments after final approval. You should receive your individual settlement share in or around October 2025, but it may also occur earlier or later.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to “opt out” of the Settlement. Your written Request for Exclusion may be mailed, faxed, or e-mailed to the Settlement Administrator. The settlement administrator must be able to ascertain your identity, so the Request for Exclusion should include your name, current address, current telephone number, and the last four digits of your Social Security number, if one has been assigned to you.

Requests for exclusions must be submitted in timely manner. The deadline is **August 5, 2024**. The deadline will be extended by fourteen days if your notice was re-mailed to you. Please send any Request for Exclusion here:

Corona v. San Francisco Brewing Co., LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1 (888) 272-1023
www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement
SanFranciscoBrewingSettlement@cptgroup.com

As stated above, you may exclude yourself from the class settlement but not the PAGA settlement. California law does not permit exclusions from PAGA settlements.

OBJECTING TO THE SETTLEMENT

13. How do I object to the Settlement?

You have the right to submit a written objection to the Settlement. You may also appear at the Final Fairness Hearing and state your objection (see Section 16 below for timing and location). Any written objection should state the following: (1) the name and case number of this Action (or reasonable portion thereof); (2) your full name, last four digits of your social security number (if assigned), and your current address; (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. You may not exclude yourself from the Settlement and object. Please submit your written objections by **August 5, 2024** or fourteen days after if your notice was re-mailed to you. Your written objections should be sent to the settlement administrator:

Corona v. San Francisco Brewing Co., LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1 (888) 272-1023
www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement
SanFranciscoBrewingSettlement@cptgroup.com

14. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the settlement. Excluding yourself is telling the Court that you do not want to be part of the settlement. By submitting an objection, you are not excluding yourself from the Settlement; you will remain eligible to receive monetary compensation from the Settlement; in other words, you will be bound by the settlement agreement and its release if the court grants final approval. Please note, as described above, that you cannot both object to the Settlement and exclude yourself from the Settlement.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the release of claims, subject to the Court’s final approval of the terms of the Settlement.

THE COURT’S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing on September 26, 2024, at 10:00 a.m. in Department 613 at the Superior Court of San Francisco, located at 400 McAllister St, San Francisco, CA 94102.

The Court will hold a hearing to decide whether to approve the Settlement. If you have not asked to exclude yourself from the Settlement, you may attend and you may ask to speak, but you do not have to.

The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator, which includes the issues of attorney’s fees, costs and service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You may listen to the public court proceeding. To do so, dial the PUBLIC ACCESS NUMBER, (415) 796-6280. You will then be prompted to enter the access code, 12129862# (including the pound or hashtag sign). Remember that these lines provide listen-only access, allowing you to hear the proceedings but not participate. Additionally, state and local court rules prohibit recording court proceedings without a court order.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is:

www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement.

17. Do I have to come to the hearing?

You don’t have to. Class Counsel and Defendant’s counsel will answer any questions the judge may have. If you send an objection, the Court will consider it as long as you mail your written objection on time. You do not have to come to Court to talk about it. But you are welcome to attend or appear through counsel of your choice (at your own expense), but it is not required.

GETTING MORE INFORMATION

18. How do I get more information?

This Settlement Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at **1 (888) 272-1023** with any concerns or questions regarding the Settlement. You may also access documents relevant to this Settlement that have been filed with the Court at this website:

www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement or consult the Superior Court website by going to (<https://sf.courts.ca.gov/online-services/case-information>) and entering the Case Number for the Action, Case No. CGC-20-583125.

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel, at the addresses set forth below.

Class Counsel
ARLO GARCIA URIARTE, ESQ.
arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
Fax: (415) 695-1006

Corona v. San Francisco Brewing Co., LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1 (888) 272-1023
www.cptgroupcaseinfo.com/SanFranciscoBrewingSettlement
SanFranciscoBrewingSettlement@cptgroup.com

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.