



**FILED**  
San Francisco County Superior Court

MAR 19 2024

CLERK OF THE COURT  
BY: [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT 613

VICTOR CORONA and ROSA ALCAUTE,

Case No. CGC-20-583125

Plaintiffs,

ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT

v.

SAN FRANCISCO BREWING CO., LLC,  
and DOES 1 through 10, inclusive,

Defendant.

Before the Court is an unopposed motion by plaintiffs Victor Corona and Rosa Alcaute (“Plaintiffs”) for preliminary approval of the global settlement they reached with defendant San Francisco Brewing Company LLC (“Defendant”) of the putative class claims and PAGA claim asserted in this proceeding. The hearing on the motion was continued for supplemental briefing and is now set to be heard on March 21, 2024, at 2:00 p.m. in Department 613, the Honorable Andrew Y.S. Cheng presiding. The Court thoroughly reviewed and considered the briefing, including the supplemental briefing submitted, the supporting declarations, and the pleadings on file in this proceeding. On that basis, the Court **VACATES** the March 21 hearing, **GRANTS** the motion, preliminarily **APPROVES** the Amended Class and PAGA Action Settlement Agreement and Release attached here as **Exhibit A** (“Agreement”), **RESERVES** a final approval hearing for **July 11, 2024, at 9:30 a.m.**<sup>1</sup>, and **ORDERS** as follows.

<sup>1</sup> The motion for final approval and the motion for attorney’s fees, costs, and service awards—together with all supporting evidence—shall be filed no later than **June 14, 2024**. The motion for final approval should propose and provide support for the selection of a potential *cy pres* recipient in light of Section E(4)(d) of the Agreement.

- 1 1. Except as otherwise specified here, the Court adopts and incorporates by reference the terms and  
2 definitions of the Agreement.
- 3 2. The following Settlement Class is conditionally certified for settlement purposes: “*All current and*  
4 *former non-exempt, hourly employees of Defendant who worked in California at any time during*  
5 *the Settlement Class Period<sup>2</sup> and did not request exclusion or opt-out of this Settlement.*”
- 6 3. The Court finds that the Settlement Class meets the requirements for certification under Code of  
7 Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and  
8 ascertainable; (2) there are predominant common questions of law or fact; (3) Plaintiffs’ claims are  
9 typical of the claims of the members of the proposed Settlement Class; and (4) a class action is  
10 superior to other methods to efficiently adjudicate this controversy.
- 11 4. The Court has considered the *Dunk/Kullar* factors and the circumstances surrounding the  
12 settlement and preliminarily approves the settlement because, as amended, it appears to be within  
13 the range of possible final approval as a fair, adequate, and reasonable settlement in the best  
14 interest of the members of the Settlement Class.
- 15 5. The Court appoints Victor Corona and Rosa Alcaute as class representatives and preliminarily  
16 finds they will adequately represent members of the Settlement Class.
- 17 6. The Court appoints Arlo Uriarte of Liberation Law Group, P.C. as Class Counsel. Class Counsel  
18 shall represent the Settlement Class in carrying out the terms of the Agreement. The Court  
19 preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class.
- 20 7. CPT Group, Inc. is hereby appointed as settlement administrator. CPT Group, Inc. shall carry out  
21 all of the duties and responsibilities as set forth in the Agreement and this order, including *inter*  
22 *alia* the provision of notice to the Settlement Class.
- 23 8. The Court approves the proposed form of notice as revised and attached as Exhibit 6 to the  
24 supplemental declaration of Arlo Uriarte. The Court finds that distribution of the approved notice  
25 in accordance with the plan set forth in the Agreement (a) constitutes the best notice practicable  
26 under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the

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27 <sup>2</sup> The “Class Period” runs from “April 20, 2018, through and including the date the Court grants  
28 preliminary approval of the Settlement.” (Agreement, § A(8).)

1 Settlement Class, and (c) complies fully with the requirements of California Code of Civil  
2 Procedure section 382, and California Rules of Court 3.766 and 3.769.

- 3 **9.** The Court also approves the use of a website to distribute information to the Settlement Class.  
4 The following documents must be promptly posted to the settlement website: the notice approved  
5 by this order (with applicable dates filled in accurately), the operative complaint and LWDA  
6 notice, the Agreement (as amended), all papers and all orders filed in connection with the motion  
7 for preliminary approval, and (when prepared) all papers filed in connection with final approval  
8 of the settlement (including the motion and any evidence for attorney's fees, costs, and service  
9 awards). Information about the date, time, and location of the final fairness hearing shall be  
10 posted and kept up-to-date. Information on how to use the Court's website to look up the case  
11 and navigate to the calendar tab shall be included on the website as well.

12 **10. Key Administration Deadlines.**

- 13 **a.** Defendant shall provide the class data to CPT Group, Inc. within **twenty-one (21)**  
14 **calendar days** of this order.  
15 **b.** CPT Group, Inc. shall mail notice packets within **ten (10) calendar days** of its receipt of  
16 class data.  
17 **c.** Members of the Settlement Class who wish to submit a written objection or request for  
18 exclusion shall have **forty-five (45) calendar days** from the date of mailing to do so,  
19 subject to a **fourteen (14) day** extension in the event of packet remaining.

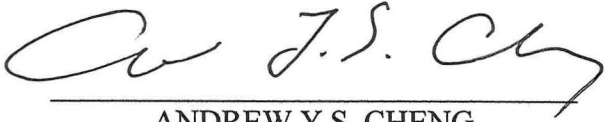
20 **11. Stay of Litigation Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are  
21 stayed and suspended until further notice from the Court, except for such actions as are necessary  
22 to implement the Agreement and this Order.

23 **12. Final Fairness Hearing.** On **July 11, 2024, at 9:30 a.m.**, in Department 613 this Court will hold  
24 a Final Fairness Hearing to determine whether the Agreement should be finally approved as fair,  
25 reasonable, and adequate as well as the amounts of attorney's fees, costs, and service awards that  
26 should be approved. All briefing and evidence for the motion for final approval and the motion for  
27 attorney's fees, costs, and service awards shall be filed no later than **June 14, 2024**. Electronic  
28 courtesy copies of a proposed order for each motion and a proposed final form of judgment (in

1 Word and PDF format) shall be delivered to the Department 613 email inbox contemporaneously  
2 with e-filing. Class Counsel shall promptly inform the Court of contemplated appearances by  
3 members of the Settlement Class, including whether an interpreter is needed.  
4

5 IT IS SO ORDERED.

6 Dated: March 19, 2024



7  
8 ANDREW Y.S. CHENG  
9 Judge of the Superior Court  
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# Exhibit A

1 Arlo Garcia Uriarte, SBN 231764  
2 LIBERATION LAW GROUP, P.C.  
3 2760 Mission Street  
4 San Francisco, CA 94110  
5 Telephone: (415) 695-1000  
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7 Attorneys for Plaintiffs  
8 **VICTOR CORONA and ROSA ALCAUTE**

9 Kevin D. Reese (State Bar No. 172992)  
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18 Attorneys for Defendant  
19 **SAN FRANCISCO BREWING CO, LLC**

20  
21 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
22  
23 **FOR THE COUNTY OF SAN FRANCISCO**  
24  
25 **UNLIMITED JURISDICTION**

26 VICTOR CORONA; and ROSA ALCAUTE,

27 Plaintiffs,

28 v.

29 SAN FRANCISCO BREWING CO, LLC;  
30 and DOES 1 through 10, inclusive,

31 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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rtello1965@yahoo.com, mamey1964@yahoo.com

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signrequest@liberationlawgroup.com le ha enviado una solicitud  
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(KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36 Edg/  
119.0.0.0

**signrequest@liberationlawgroup.com**

Verificación de dirección de correo electrónico:

Verified by SignRequest

**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

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 15\_6\_1 like Mac OS X)  
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.6.1  
Mobile/15E148 Safari/604.1

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8 de Diciembre de 2023 a las 17:13 (UTC)

**mamey1964@yahoo.com**

Verificación de dirección de correo electrónico:

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Firma añadida, página 2:



## Registro de firma

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174.195.113.137

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Mozilla/5.0 (iPhone; CPU iPhone OS 16\_1\_1 like Mac OS X)  
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1  
Mobile/15E148 Safari/604.1

Documento firmado:

8 de Diciembre de 2023 a las 17:48 (UTC)

1           **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this  
2 Agreement as of the dates set forth below:

3  
4 DATED: 3/5/2024, 2024

*Josh Leavy*

5  
6 Josh Leavy  
7 Owner  
8 On behalf of Defendant

9  
10 DATED: March 6, 2024

*Gonzalo Morales*

11  
12 Kevin D. Reese  
13 Gonzalo Morales  
14 Defense Counsel

15  
16 DATED: 7 mar 2024, 2024

*Rosa tello Alcaute*

17  
18 Plaintiff Rosa Alcaute

19  
20 DATED: 7 mar 2024, 2024

*Victor Hernandez corona*

21  
22 Plaintiff Victor Corona

23  
24 DATED: March 7, 2024

*Arlo Uriarte*

25  
26 Arlo Uriarte  
27 Class Counsel  
28 Liberation Law Group, P.C.

END OF DOCUMENT

Document ID: W8PKK8JL

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

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From: SignRequest <no-reply@signrequest.com> on behalf of (signrequest@liberationlawgroup.com)

To: mamey1964@yahoo.com, rtello1965@yahoo.com

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Message:

Please sign this document.

Kind regards,

Liberation Law Group P.C. ([signrequest@liberationlawgroup.com](mailto:signrequest@liberationlawgroup.com))

IP address: 201.203.6.252

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**signrequest@liberationlawgroup.com**

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**mamey1964@yahoo.com**

Email address verification: Verified by SignRequest

Text added, page 26: 7 mar 2024

Signature added, page 26:

*Victor Hernandez corona*

IP address: 174.195.96.21

User agent: Mozilla/5.0 (iPhone; CPU iPhone OS 16\_1\_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1

Document signed: March 7, 2024, 5:50 a.m. (UTC)

**rtello1965@yahoo.com**

Email address verification: Verified by SignRequest

Text added, page 26: 7 mar 2024



Signature added, page 26:

*Rosa tello Alcaute*

IP address:

174.195.113.169

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 15\_6\_1 like Mac OS X)  
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)

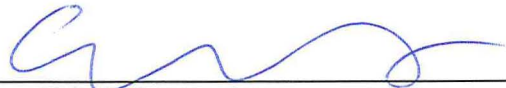
I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

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