

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

VICTOR CORONA; and ROSA ALCAUTE,

Plaintiffs,

v.

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

Defendants.

Case No. CGC-20-583125

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO
THE HON. ANDREW Y.S. CHENG]

**SUPPLEMENTAL DECLARATION OF
ARLO GARCIA URIARTE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF NOTICE
PROCEDURES**

Hearing: March 21, 2024
Time: 2:00 p.m.
Dept.: 613

Action Filed: February 18, 2020

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am an attorney at Liberation Law Group, P.C., and I am licensed to practice in all
3 courts for the State of California. I am one of the attorneys personally involved in the litigation
4 of this matter representing Plaintiffs Victor Corona and Rosa Alcaute (“Plaintiffs”) against
5 Defendant San Francisco Brewing Co., LLC (“Defendant”) (collectively the “Parties”). I have
6 personal knowledge of the facts set forth below and if called to testify I could and would do so
7 competently.

8 2. My firm asked Defendant to provide a declaration from a person most knowledgeable
9 regarding the company’s financial wherewithal. Defendant agreed and provided the declaration
10 attached as Exhibit “7” hereto.

11 3. We also asked Defendant to file financial documents under seal for the Court’s review,
12 but it declined. Furthermore, we asked Defendant why the company could not attain a loan to
13 fund the settlement in a single payment instead of under a payment plan; it declined to provide
14 any substantive information in this regard other than fact that they are struggling financially. As
15 an alternative solution, Defendant asked me to review their 2023 profit and loss statement to
16 confirm their weak financial state. The company indeed provided that document, and I see that it
17 states Defendant operated at a significant loss last year.

18 4. We attempted to attain the highest possible settlement amount at mediation with the
19 assistance of an experienced and well-regarded mediator, the Honorable Ernest Goldsmith (Ret.).
20 I do not believe we could have negotiated for more money due to Defendant’s financial condition.

21 5. We believe that if Defendant cannot fund a greater settlement, it certainly cannot pay a
22 maximum value judgment, approximately 3.1 million dollars, even if we can overcome all
23 litigation obstacles. The Court expressed concern over what might happen if Defendant defaults
24 on its obligation to fund the settlement. If this occurred, we would seek a judgment from the Court
25 and pursue judgment enforcement mechanisms in an attempt to collect any outstanding funds.

1 **AUTHENTICATION OF EXHIBITS**

2 1. Attached hereto and marked as Exhibit “5” is a true and correct copy of the Amended
3 Class and PAGA Action Settlement Agreement.

4 2. Attached hereto and marked as Exhibit “6” is a true and correct copy of the Amended
5 Class Notice Form proposed by the Parties.

6 3. Attached hereto and marked as Exhibit “7” is a true and correct copy of the Declaration
7 of Josh Leavy in support of Motion for Preliminary Approval of Class Action Settlement.

8 4. Attached hereto and marked as Exhibit “8” is a true and correct copy of the Declaration
9 of Julie Green on Behalf of CPT Group, Inc.

10
11 I declare under penalty of perjury under the laws of California that the foregoing is true
12 and correct. Executed on this 7th day of March 2024, in in San Francisco, California.

13
14 
15 _____
16 Arlo Garcia Uriarte
17
18
19
20
21
22
23
24
25
26
27
28

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

VICTOR CORONA; and ROSA ALCAUTE,

Plaintiffs,

v.

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

Defendants.

Case No. CGC-20-583125

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO
THE HON. ANDREW Y.S. CHENG]

**EXHIBIT “5” TO SUPPLEMENTAL
DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF NOTICE
PROCEDURES**

Arlo Garcia Uriarte, SBN 231764
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiffs
VICTOR CORONA and ROSA ALCAUTE

Kevin D. Reese (State Bar No. 172992)
Gonzalo Morales (State Bar No. 334944)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-mail: Kevin.Reese@jacksonlewis.com
E-mail: Gonzalo.Morales@jacksonlewis.com

Attorneys for Defendant
SAN FRANCISCO BREWING CO, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

VICTOR CORONA; and ROSA ALCAUTE,

Plaintiffs,

v.

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

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 Jackson 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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. “Objection” refers to a written statement submitted timely by a Class Member to the Settlement Administrator that contains (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Class Member making the Objection, (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.

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

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

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

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

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

34. “Released Claims” refers to any and all claims under state, federal, or local law, whether statutory or common law, pled in the Complaint or contained in the LWDA Letter or any claims that stem from the same factual predicate alleged in the Complaint or the LWDA Letter. Released Claims shall 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.

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

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

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

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

B. Recitals and Procedural History

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

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

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

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

D. Class Members' Options to Respond

1. Notice Period.

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

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

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

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

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

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

3. Objections. Class Members shall be entitled to object to the terms of the Agreement. The right to object shall not apply to the Released PAGA Claims. Any Objection to this Agreement must state (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number (if assigned), and 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.

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

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

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

26 **G. Miscellaneous**

27 **1. Defendant's Right to Terminate Agreement.** Defendant has the right, in its sole
28 and exclusive discretion, to terminate and withdraw from the Agreement at any time prior to date
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.

15
16
17
18
19 **[Addendum on Following Page]**
20
21
22
23
24
25
26
27
28

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.lrccl.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.

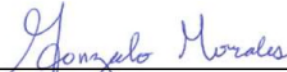
WHEREFORE, the Parties hereto knowingly and voluntarily executed this Addendum as of the dates set forth below.

DATED: 12/7/2023



Josh Leavy
Owner
On behalf of Defendant

DATED: December 7, 2023



Kevin D. Reese
Gonzalo Morales
Counsel for Defendant

DATED: December 8, 2023



Plaintiff Rosa Alcaute

DATED: December 8, 2023



Plaintiff Victor Corona

DATED: December 8, 2023



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

Document ID: W8PQX3J6

signrequest@liberationlawgroup.com

Document name:

Addendum to Agreement...pdf

Hash de seguridad SHA256:

d8a0e919e594b4d8e9ff07b4196d0dbb6adfd2a2cfe457300b669c03e119a19a

Sent on:

8 de Diciembre de 2023 a las 16:53 (UTC)

De:

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

To:

rtello1965@yahoo.com, mamey1964@yahoo.com

Subject:

signrequest@liberationlawgroup.com le ha enviado una solicitud
SignRequest.

Message:

Firme este documento.

Saludos cordiales,

signrequest@liberationlawgroup.com

Dirección IP:

45.86.210.158

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36
(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:



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

Documento firmado:

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

mamey1964@yahoo.com

Verificación de dirección de correo electrónico:

Verified by SignRequest

Firma añadida, página 2:



Dirección IP:	174.195.113.137
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
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

Josh Leavy
Owner
On behalf of Defendant

5
6
7 DATED: March 6, 2024

Gonzalo Morales

Kevin D. Reese
Gonzalo Morales
Defense Counsel

8
9
10 DATED: 7 mar 2024, 2024

Rosa tello Alcaute

Plaintiff Rosa Alcaute

11
12
13 DATED: 7 mar 2024, 2024

Victor Hernandez corona

Plaintiff Victor Corona

14
15
16 DATED: March 7, 2024

Arlo Uriarte

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

17
18
19
20
21 **END OF DOCUMENT**

Document ID: W8PKK8JL

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

Document name: Corona v SF Brewing - Amended Class and PAGA Agreement (FINAL 030524) (1).pdf
SHA256 security hash: 7397778b39f5d6bc7819413e476c0864736dfbeaabdfce4ffd544e75b01ca198

Sent on: March 7, 2024, 1:01 a.m. (UTC)

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

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

Subject: Liberation Law Group P.C. (signrequest@liberationlawgroup.com) has sent you a SignRequest

Message:

Please sign this document.

Kind regards,

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

IP address: 201.203.6.252

User agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/122.0.0.0 Safari/537.36 Edg/122.0.0.0

signrequest@liberationlawgroup.com

Email address verification: Verified by SignRequest

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)

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

VICTOR CORONA; and ROSA ALCAUTE,

Plaintiffs,

v.

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

Defendants.

Case No. CGC-20-583125

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO
THE HON. ANDREW Y.S. CHENG]

**EXHIBIT “6” TO SUPPLEMENTAL
DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF NOTICE
PROCEDURES**

**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 AS AN HOURLY, NON-EXEMPT EMPLOYEE DURING THE PERIOD OF APRIL 20, 2018, TO [INSERT PRELIMINARY APPROVAL DATE]? 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 [insert time/date] 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 7.

EXCLUDE YOURSELF	You are not required to participate in this Settlement. You may exclude yourself by following the instructions detailed below in section 10. 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 12. You may also object by appearing at the Final Fairness Hearing. The deadline to submit a written Notice of Objection is [insert date] . 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.
- 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 **[insert preliminary approval date]** (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 **[insert preliminary approval date]** (hereinafter the "PAGA Period").
- Your projected individual settlement payment is **[insert projected settlement payment]** based on **[insert pay periods in Class Period]**. Your projected PAGA payment is **[insert projected PAGA Payment]** based on **[insert pay periods in PAGA Period]**.
- 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: **[insert URL for settlement website managed by settlement administrator]**.

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 [insert preliminary approval date]. 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 during the following period and did not request exclusion from this settlement: April 20, 2018, through [insert preliminary approval date].

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 **[insert preliminary approval date]**. 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 **[Estimated Payment]** and you worked **[Insert #]** 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 **[insert date 45 days from date of mailing]**. However, this deadline is extended by fourteen days if your notice was re-mailed to you. The Settlement Administrator's contact information is:

**[NAME OF SETTLEMENT ADMINISTRATOR]
[ADDRESS/PHONE/ WEBSITE/E-MAIL]**

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: **[insert URL for settlement website managed by settlement administrator]**

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 will 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:

**[NAME OF SETTLEMENT ADMINISTRATOR]
[ADDRESS/PHONE/ WEBSITE/E-MAIL]**

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 **[insert date, 45 days from mailing is deadline]**. The deadline will be extended by fourteen days if your notice was re-mailed to you. Please send any Request for Exclusion here:

**[NAME OF SETTLEMENT ADMINISTRATOR]
[ADDRESS/PHONE/WEBSITE/E-MAIL]**

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 **[insert date 45 days from notice mailing]** or fourteen days after if your notice was re-mailed to you. Your written objections should be sent to the settlement administrator:

**[NAME OF SETTLEMENT ADMINISTRATOR]
[ADDRESS/PHONE/ WEBSITE/E-MAIL]**

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 **[insert time/date] 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: <<**website**>>.

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 **[Phone Number]** 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: **[insert URL for website managed by Settlement Administrator]** 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

**[NAME OF SETTLEMENT
ADMINISTRATOR]**
[ADDRESS/PHONE/ WEBSITE/E-MAIL]

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

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

VICTOR CORONA; and ROSA ALCAUTE,

Plaintiffs,

v.

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

Defendants.

Case No. CGC-20-583125

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO
THE HON. ANDREW Y.S. CHENG]

**EXHIBIT “7” TO SUPPLEMENTAL
DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF NOTICE
PROCEDURES**

Kevin D. Reese (State Bar No. 172992)
 Gonzalo Morales (State Bar No. 334944)
 JACKSON LEWIS P.C.
 50 California Street, 9th Floor
 San Francisco, California 94111-4615
 Telephone: (415) 394-9400
 Facsimile: (415) 394-9401
 E-mail: Kevin.Reese@jacksonlewis.com
 E-mail: Gonzalo.Morales@jacksonlewis.com

Attorneys for Defendant
 SAN FRANCISCO BREWING CO, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN FRANCISCO

VICTOR CORONA; and ROSA ALCAUTE,

 Plaintiffs,

 v.

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

 Defendants.

Case No. CGC-20-583125

**DECLARATION OF JOSH LEAVY IN
 SUPPORT OF MOTION FOR
 PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT**

Complaint Filed: 02/21/2020
 Trial Date: Not set

DECLARATION OF JOSH LEAVY

I, Josh Leavy, declare as follows:

1. I am the Owner and Brewmaster for San Francisco Brewing Co., LLC (the "Company"), Defendant in this action. I have personal knowledge of the facts set forth below and, if called as a witness, can competently testify to them.

2. As the Owner and Brewmaster, I am familiar with the Company's policies and practices. I am also familiar with the Company's business financials and regularly review its financial statements including the balance sheet, income statement, and statement of cash flows that are prepared by the Company's licensed accountant.

3. The Company's policies as contained in its Employee Handbook comply with local, state, and federal laws. The Company disputes Plaintiffs' claims in this action and

1 disputes that Plaintiffs' claims are typical with the class or that there are common legal and
2 factual questions shared with the class. Therefore, the Company disputes Plaintiffs' assessment
3 of damages as outlined under Section 3(b) of Plaintiffs' Motion for Preliminary Approval of
4 Class Action Settlement. Plaintiffs' assessment of damages is grossly inflated for various
5 reasons including that signed meal waivers were not incorporated and waiting time penalties
6 should have not been incorporated because of the Company's good faith dispute that wages are
7 owed. Accordingly, the Company believes the settlement amount would represent much less
8 than a 90% discount on total potential damages that could be proven.

9 4. Additionally, following the COVID-19 pandemic, the Company has struggled
10 financially due to a steep decline in sales and revenue and has had to obtain COVID-19 relief
11 and assistance loans from the government which it must pay back.

12 5. The Company's financial situation was disclosed to Plaintiffs at mediation and
13 during settlement negotiations resulting in the agreed upon settlement amount under a payment
14 plan over 15 months. The settlement amount under the payment plan represents the maximum
15 that the Company can possibly pay and remain solvent to continue business operations.

16 I declare under penalty of perjury under the laws of the United States that the foregoing is
17 true and correct. Executed this 6th day of March 2024, in San Francisco, California.

18 

19 _____
JOSH LEAVY

20
21 4895-6884-6499, v. 2
22
23
24
25
26
27
28

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

VICTOR CORONA; and ROSA ALCAUTE,

Plaintiffs,

v.

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

Defendants.

Case No. CGC-20-583125

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO
THE HON. ANDREW Y.S. CHENG]

**EXHIBIT "8" TO SUPPLEMENTAL
DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF NOTICE
PROCEDURES**

1 Arlo García Uriarte, SBN 231764
2 arlo@liberationlawgroup.com
3 Un Kei Wu SBN 270058
4 unkei@liberationlawgroup.com
5 Elizabeth Lyons SBN 327742
6 elizabeth@liberationlawgroup.com
7 LIBERATION LAW GROUP, P.C.
8 2760 Mission Street
9 San Francisco, CA 94110
10 Telephone: (415) 695-1000
11 Facsimile: (415) 695-1006

12 Attorney for Plaintiffs
13 Victor Corona & Rosa Alcaute

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**
16 **UNLIMITED JURISDICTION**

17 Victor Corona; and Rosa Alcaute,

18 Plaintiffs,

19 vs,

20 San Francisco Brewing Co, LLC; and DOES 1
21 through 10,

22 Defendants.

Case No.: CGC-20-583125

CLASS ACTION- COMPLEX

**DECLARATION OF JULIE GREEN
ON BEHALF OF CPT GROUP, INC.**

Action Filed: February 21, 2020

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

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

5. I have been employed by CPT for 18 years, managing the operations department and supervising multiple notice and claims administration programs. As Senior Vice President of Operations, I am responsible for the oversight, supervision, and evaluation of all departments and positions related to the administration of class action matters to ensure superior quality and successful execution of each component required to complete the settlement process. In my career at CPT, I have been responsible for the design and/or implementation of hundreds of class action notice plans.

7. CPT was selected by the parties in the above-captioned settlement to provide settlement administration services including notice of the settlement to the settlement class members. In this capacity, CPT will complete the following tasks as part of its administration

1 duties: (a) prepare, print, mail and email to settlement class members notification of the pending
2 settlement in both English and Spanish; (b) establish a dedicated toll-free number where
3 settlement class members can speak to a live, bilingual representative regarding case information;
4 (c) establish a dedicated static website (www.cptgroupcaseinfo.com/SFBrewingSettlement), to
5 provide comprehensive case details to class members about the settlement, including but not
6 limited to, the date, time, and venue of the Final Fairness Hearing, and essential Court documents
7 such as the Operative Complaint, the Preliminary Approval Order, the Class Notice and Exclusion
8 Form, all filings related to the Final Fairness hearing motions, and any supplemental filings
9 required by the Court; (d) process undeliverable mail, locate updated addresses, and receive
10 address updates from Class Members then in turn resend notices to the new addresses; (e) receive
11 objections submitted by settlement class members; (f) receive and validate requests for exclusion
12 submitted by settlement class members; (g) notify the parties of any settlement class members that
13 file timely requests for exclusion or objections; (h) manage and resolve calculation disputes
14 submitted by Class members; (j) establish a settlement fund for paying participating settlement
15 class members; (k) calculate the amounts due to each settlement class member pursuant to the
16 settlement; (l) make payments to settlement class members through the established fund; (m)
17 process undeliverable checks, locate updated addresses, and receive address updates from Class
18 Members then in turn reissue and/or remail checks as needed; (n) file all applicable tax returns
19 including the issuance of applicable IRS Forms W-2 and 1099 to the settlement class members;
20 and (o) handle any uncashed checks as directed by the court.

21 8. CPT will continue to manage address updates received from Class Members during
22 any period of time between notice and disbursement to the class. Further, CPT run a search of the
23 National Change of Address database against the claimant list prior to issuing payments to ensure
24 mailing to the most current known address possible.

25 9. A true and correct copy of CPT's estimate associated with the administration of this
26 matter is attached as **Exhibit B**, which demonstrates how the price was calculated. It provides for
27 a discounted flat fee of \$13,000, based on the hours and work involved as represented by counsel
28

1 at the time the quote was provided. This is a fixed fee so long as the class size has been accurately
2 represented.

3 I declare under penalty of perjury under the laws of the United States and the state of
4 California that the foregoing is true and correct.
5

6 Executed on March 1, 2024, at Irvine, California.
7

8
9 
10 JULIE GREEN
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373***: (*Top Settlements, 2020*) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545***: (*Top Settlements, 2019*) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888***: (*Top Settlements, 2019*) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416***: (*Top Settlements, 2018*) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.)***: (*Top Settlements, 2018*) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah)***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.)***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.)***: In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897***: In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.

EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01C118008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN, **Senior Vice President of Operations** **Notice Expert**

With 17 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, **Director of Marketing & Business Development** **Notice Expert**

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 14 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

DOMINIQUE FITE, ESQ., **Vice President, Business Development**

Dominique Fite has over a 14 years of experience in the class action space – as both a former class action attorney and business development specialist. Based in San Diego, she offers expertise, strategic advice, and cost-effective customized solutions to clients Nationwide during the developing stages of the class action notice and administration processes in all practice areas, including consumer protection, ERISA, securities, employment, data breach, and antitrust matters. Dominique received her J.D. from American University, Washington College of Law where she was a member of the Moot Court Executive Board and Team and Marshall-Brennan Fellow and a B.A. from New York University, where she graduated magna cum laude. She is a member of the Association of Business Trial Lawyers, Consumer Attorneys of California and the American Bar Association.

JACQUELINE N.K. HITOMI, **Director of Settlement & Treasury Services**

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



J. LES GAINOUS, **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

ALEJANDRA ZARATE, **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

TIM CUNNINGHAM, **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

CAROLE THOMPSON, **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

TARUS DANCY **Supervising Case Manager**

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement Belaire, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

EXHIBIT 1

INFORMATION SECURITY STATEMENT

Confidential



CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

Confidential

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and CrowdStrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT

Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2

TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

- 1.Link provided by CPT to secure FTP (sharefile) for transfer of data files.
- 2.All files uploaded should be password protected.
- 3.Password provided to CPT personnel telephonically.
- 4.Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

- 1.Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
- 2.CPT will call Defense Counsel directly and provide the password telephonically.
- 3.Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

- 1.CPT does not send passwords via email either internally or externally.
- 2.For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
- 3.CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator



CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT B

CASE NAME: ALCAUTE V. SF BREWING

Date: March 1, 2024

All-In Settlement

Requesting Attorney: Nick Aguilar

***Estimated Class Size:** 329

Plaintiff or Defense: Plaintiff

Opt-Out Rate: 1.5%

Firm Name: Liberation Law Group

No. of Checks Issued: 324

Telephone: (415) 695-1000

Postage Total: \$777.03

Email: nick@liberationlawgroup.com

Grand Total: \$18,843.32

***NOT TO EXCEED: \$13,000.00**

*The services and numbers reflected herein are an estimate provided by counsel. The Not to Exceed amount of \$13,000.00 will account for class members up to 400.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. CPT will Setup and Maintain a Static Website. Notice will be Translated into Spanish. A Dedicated Case Email Address will be Setup and Monitored for Class Members Inquires and Opt-Out/Objection submissions.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
Static Website	\$500.00	1	\$500.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Email Address Setup/Monitoring	\$150.00	2	\$300.00
Email Correspondence	\$2.00	33	\$66.00
TOTAL			\$2,801.00

DIRECT EMAIL NOTIFICATION

It is Estimated Defendant will Provide Email Addresses for 329 (100%) Class Members. Upon Completion of the Initial Email Notice, CPT will Attempt to Resend to Soft Bounced Emails.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager-Email Notice Format	\$95.00	2	\$190.00
Email Notification Setup/Establish/Formatting	\$150.00	3	\$450.00
Email Notification Segmentation/Sending	\$150.00	3	\$450.00
Email Notification Reporting/Monitoring	\$250.00	2	\$500.00
Email Summary Notices - Initial Notice	\$0.16	329	\$52.64
TOTAL			\$1,642.64

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in English & Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	33	\$28.05
Print & Mail Notice Packets	\$1.50	329	\$493.50
First-Class Postage (up to 2 oz.)*	\$0.87	329	\$286.23
TOTAL			\$1,132.78

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 5% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 70% of the Undeliverable Notice Packets are Rемаiled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	16	\$8.00
Skip Trace for Best Address	\$1.00	14	\$14.00
Print & Remail Notice Packets	\$1.50	11	\$16.50
First-Class Postage (up to 2 oz.)	\$0.87	11	\$9.57
		TOTAL	\$108.07

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	5	\$9.87
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.66	1	\$0.66
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$327.03

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	66	\$198.00
		TOTAL	\$498.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	324	\$32.41
		TOTAL	\$467.41

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Claimants. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	324	\$810.16
First-Class Postage (up to 1 oz.)*	\$0.66	324	\$213.88
		TOTAL	\$3,149.05

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties. All Uncashed Funds will be Sent to Cy Pres.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	18	\$2,700.00
Update Undeliverable Checks Database	\$0.50	52	\$26.00
Skip Trace for Best Address	\$1.00	52	\$52.00
Remail Undeliverable Checks	\$2.50	47	\$117.50
First-Class Postage (up to 1 oz.)	\$0.66	47	\$31.02
Re-Issue Checks as Required	\$5.00	33	\$165.00
First-Class Postage (up to 1 oz.)	\$0.66	33	\$21.78
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Uncashed Funds Sent to Cy Pres	No Fee	1	No Fee
TOTAL			\$6,153.30

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

GRAND TOTAL \$18,843.32

***ADDITIONAL SERVICES

RE-DISTRIBUTION SERVICES

Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Claimants.

CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	324	\$810.16
First-Class Postage (up to 1 oz.)*	\$0.66	324	\$213.88
TOTAL			\$2,564.05

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

***Cost included within the Not to Exceed amount of \$13,000.00.

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.