

**CONDITIONAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS INCLUDING PRIVATE ATTORNEYS
GENERAL ACT CLAIMS (LABOR CODE SECTION 2698 ET SEQ.)**

This Settlement Agreement and General Release of all Claims Including Private Attorneys General Act Claim ("Agreement") is made on the one hand by and between **DANIEL FRANCO** (hereinafter "EMPLOYEE"), and on the other hand **KINGS & CONVICTS BP LLC** doing business as BALLAST POINT (hereinafter the "EMPLOYER"), hereinafter collectively "the PARTIES," subject to the approval of the Superior Court of California, County of San Diego pursuant to the terms and conditions set forth herein.

RECITALS

- A. Between July 7, 2016 and October 22, 2020, EMPLOYEE was employed by EMPLOYER as a Production worker in the Canning department.
- B. Upon separation of EMPLOYEE's employment from EMPLOYER, a good faith dispute was pending relating to whether EMPLOYEE was properly paid and had been paid all wages due and owing.
- C. As a result, EMPLOYEE filed a Private Attorneys General Act wage claim with the Labor Workforce Development Agency on November 25, 2020, under LWDA Case No. LWDA-CM-813735-20. EMPLOYEE also commenced a lawsuit, filed in the San Diego Superior Court, *Daniel Franco v. Kings & Convicts BP LLC*, SDSC Case No. 37-2021-00004476, alleging representative claims for civil penalties under the Private Attorney General Act, Labor Code section 2698 *et seq.* (the "PAGA Claim") for (1) violation of Labor Code sections 510 and 1194; (2) violation of Labor Code section 246; (3) violation of Labor Code sections 233 and 234; (4) violation of Labor Code section 227.3; (5) violation of Labor Code section 226(a)(1); (6) violation of Labor Code section 226(a)(5); (7) violation of Labor Code section 226(a)(9); (8) violation of Labor Code section 226(a); (9) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (10) violation of Labor Code section 226.7 and the IWC Wage Order; (11) violation of Labor Code section 204; (12) violation of Labor Code sections 201, 202, and 203; and (13) violation of Labor Code section 1197 and the applicable IWC Wage Order.
- D. EMPLOYER denies any wrongdoing and vigorously disputes EMPLOYEE's allegations.
- E. The PARTIES hereby agree to settle and resolve all of EMPLOYEE's claims to date including, but not limited to, the facts and events underlying the wage claims, except for those obligations specifically created by this Agreement.
- F. Aggrieved Employees and the State of California also agree to settle and resolve all of the claims for civil penalties asserted in the original PAGA Notice filed with the

LWDA, or operative complaint in the Action, except for those obligations specifically created by this Agreement.

- G. It is understood and expressly agreed by the PARTIES that the payment of consideration for this release shall not be deemed or construed as an admission of any liability to EMPLOYEE by EMPLOYER.
- H. This agreement is conditioned upon, and subject to, the Court's approval of the settlement of EMPLOYEE's first through thirteenth Causes of Action under the Private Attorney General Act for civil penalties, as set forth below.

NOW, THEREFORE, in consideration of the Recitals above, and the promises, mutual agreements and conditions hereinafter set forth, it is hereby agreed by and among the PARTIES as follows:

1. Definitions

- 1.1 "Action" means the lawsuit entitled *Daniel Franco v. Kings & Convicts BP LLC*, SDSC Case No. 37-2021-00004476, filed January 29, 2021.
- 1.2 "Aggrieved Employees" means all non-exempt employees of EMPLOYER employed in the State of California at any time during the PAGA Period.
- 1.3 "Aggrieved Employees List" means the list of all EMPLOYER's current and former employees that are Aggrieved Employees.
- 1.4 "Approval Date" means the date on which the Court enters an Order approving this Agreement.
- 1.5 "Approval Hearing" means the date set by the Court for the hearing on approval of this Agreement.
- 1.6 "Approval Order" means an order to be proposed by EMPLOYEE's counsel for entry and filing by the Court as specified in this Agreement.
- 1.7 "Court" means the Superior Court of California, County of San Diego.
- 1.8 "EMPLOYER's Counsel" means the law firm of Paul, Plevin, Sullivan & Connaughton, LLP of San Diego, California.
- 1.9 "Last Known Address" means the most recently recorded mailing address for an Aggrieved Employee as such information is contained in EMPLOYER's payroll records.

- 1.10 “Maximum Settlement Amount” means Two Hundred And Twenty Five Thousand Dollars (\$225,000.00), which is the total and maximum amount that EMPLOYER can be required to pay under this Agreement for any and all purposes to any and all recipients as specified in this Agreement.
- 1.11 “Notice of PAGA Settlement” means the document, substantially in the form attached to this Agreement as Exhibit “A” that shall be sent to Aggrieved Employees following the Court’s entry of the Approval Order to notify Aggrieved Employees of the Settlement.
- 1.12 “Notice Packet” means the packet that includes the Notice of PAGA Settlement and the settlement check that is to be mailed to each Aggrieved Employee following the Court’s Approval Order.
- 1.13 “PAGA Period” means the period of time beginning on March 02, 2020 and ending on the Approval Date.
- 1.14 “PAGA Settlement Amount” means the portion of the settlement amount distributed to Aggrieved Employees and the LWDA as set forth in Section 3 of this Agreement.
- 1.15 “Plaintiff’s Counsel” means Tamim Jami of The Jami Law Firm P.C. and Alex Asil Mashiri of the Mashiri Law Firm.
- 1.16 “Released Claims” means the claims set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Agreement for which EMPLOYEE, Aggrieved Employees and the State of California release the EMPLOYER and its parents, subsidiaries, affiliates, successors, agents, employees (current and former), officers, directors and attorneys from liability.
- 1.17 “Released Parties” means EMPLOYER and its parents, subsidiaries, affiliates, successors, and their agents, employees (current and former), officers, directors and attorneys, as set forth in Sections 2.1, 2.2., 2.3, 2.4, and 2.5 of this Agreement.
- 1.18 “Settlement Share” means the total amount distributed to an Aggrieved Employee from the PAGA Settlement Amount.
- 1.19 “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the Settlement Administrator or by an updated mailing address provided by the United States Postal Service or an Aggrieved Employee.

1.20 “Weeks Worked” means the number of weeks an Aggrieved Employee worked during the PAGA Period, according to EMPLOYER’s records.

1.21 “Settlement Administrator” means or refers to Phoenix Settlement Administrators, a third-party administrator jointly selected by the Parties to effectuate the settlement agreement. The Settlement Administrator shall provide a “not to exceed” flat-fee bid for services.

2. Release of Claims

A. Release of Claims by the State of California, EMPLOYEE and Aggrieved Employees.

2.1 **Aggrieved Employees’ Release.** In consideration of EMPLOYER’s payment of the PAGA Settlement Amount and upon entry of the Approval Order, EMPLOYEE, the Aggrieved Employees and the State of California shall fully, finally and forever release, settle, relinquish and discharge the Released Parties from any and all claims for civil penalties asserted in the original PAGA Notice filed with the LWDA, or operative complaint in the Action. This release includes any and all claims for civil penalties, fees and costs based on the facts and claims asserted in the operative complaint filed in this Action, including without limitation, meal break violations, rest break violations, failure to pay overtime, failure to pay minimum wage, failure to pay wages when due, inaccurate wage statements or any other allegation and claims which are reasonably related to the allegations and claims asserted in the operative complaint filed in this Action, or could have been asserted in the operative complaint. This release shall apply to claims arising at any point during the PAGA Period. This release shall become effective immediately upon EMPLOYER’S payment of the Maximum Settlement Amount to the Settlement Administrator for distribution as specified in this Settlement Agreement.

2.2 **EMPLOYEE’s General Release.** In addition to the releases made in Section 2.1, EMPLOYEE releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract or for violation of any state or federal statute, rule or regulation, arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted at any point in time prior to the execution hereof. EMPLOYEE’s release

includes, without limitation, any claims relating to or arising out of any aspect of his employment, or the termination of his employment with EMPLOYER, any claims for unpaid compensation, wages, reimbursement for business expense, penalties or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. EMPLOYEE acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him in this Agreement by EMPLOYER. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits or any other claim or right that as a matter of law cannot be waived or released.

- 2.3 EMPLOYEE declares and represents that he is executing this Agreement with the opportunity to obtain full advice from legal counsel. EMPLOYEE further acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he knows or believes to be true with respect to the claims released in this Agreement, and agrees, nonetheless, that this Agreement and the release contained in it shall be and shall remain effective in all aspects, notwithstanding such different or additional facts, or the discovery of them.
- 2.4 EMPLOYEE acknowledges that he is aware of and is familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her

settlement with the debtor or released party.”

EMPLOYEE does, after opportunity to obtain independent advice of counsel, hereby waive and relinquish all rights and benefits he may have under section 1542 of the California Civil Code, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

- 2.5 EMPLOYEE irrevocably and absolutely agrees that he will neither prosecute nor allow to be prosecuted on his behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matter released in Sections 2.1 and 2.2 above, it being the intention of the PARTIES that with the execution of this Agreement, EMPLOYER and all Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of EMPLOYEE related in any way to his employment with EMPLOYER.

3. Distribution of the Maximum Settlement Amount.

3.1 **Distribution of the Maximum Settlement Amount.** Within ten (10) business days after the Approval Date, the EMPLOYER shall distribute the Maximum Settlement Amount to a settlement fund maintained by the Settlement Administrator which shall satisfy all of EMPLOYER’s obligations for payments, fees, and costs identified in this Settlement Agreement. The Maximum Settlement Amount should be distributed as follows:

- (a) **Payment to EMPLOYEE to Settle His Individual Claims.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute to:

Daniel Franco the amount of **\$15,000** (Fifteen Dollars and Zero Cents) for emotional distress, statutory penalties, reimbursement of business expenses, interests and subject to issuance of an IRS Form 1099.

- (b) **Payments to EMPLOYEE and Aggrieved Employees to Settle PAGA Claim.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute \$110,350 to settle the PAGA Claim in accordance with the procedures set forth in Sections 3.2, 3.3, 3.4, 4.1 and 4.2 of this Agreement.

- (c) **Payment for Attorney's Fees and Costs to Plaintiff's Counsel.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute \$84,000 to Plaintiff's counsel for attorney's fees and \$11,000 for costs incurred in prosecuting this action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.
- (d) **Administration Costs.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute \$4,650 to itself as its cost charged for administering the Settlement. In the event the Court approves a payment of less than the amount of costs requested, the difference will be added to the PAGA Payment.

3.2 Allocation and Distribution of PAGA Settlement Amount. The PAGA Settlement Amount shall be allocated and distributed as follows:

- (a) 75% of the PAGA Settlement Amount shall be paid to the LWDA;
- (b) 25% of the PAGA settlement shall be paid to the Aggrieved Employees' pro rata and in proportion to each Aggrieved Employees' Weeks Worked for EMPLOYER during the PAGA Period, as calculated by EMPLOYER.

3.3 Timing and Manner of Settlement Share Distributions. Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute via check made payable to the LWDA and each check made payable to each Aggrieved Employee for his or her Settlement Share, along with any necessary tax reporting forms, which will be sent to the LWDA and each Aggrieved Employee's Last Known Address or Updated Addressed.

3.4 Tax Treatment and Reporting Payments to Aggrieved Employees and EMPLOYEE. For distributions to Aggrieved Employees and EMPLOYEE made pursuant to Section 3.1(b) of this Agreement, 100% of the payments shall be deemed as payments for civil penalties under PAGA, and as such, will not be subject to state or federal tax withholdings. The Settlement Administrator shall issue IRS Forms 1099 (if required) to Aggrieved Employees who receive settlement checks for their Settlement Shares.

4. Administration of Settlement and Notice.

4.1 Aggrieved Employee Data. Within seven (7) business days following the

Approval Date, EMPLOYER shall compile and provide to the Settlement Administrator, an Aggrieved Employee List, which shall identify each Aggrieved Employees' name, Last Known Address, state and end dates worked as an Aggrieved Employee and total number of Weeks Worked as an Aggrieved Employee.

4.2 **The Settlement Administrator's Duties Regarding Aggrieved Employee List.** The Settlement Administrator shall:

- (a) Within twenty (20) business days after the Approval Date, send to the Last Known Address or Updated Address of each Aggrieved Employee, via First-Class U.S. Mail, a mutually agreed upon between counsel Notice Packet Consisting of the following:
 - (i) a Notice of PAGA Settlement (in the form of Exhibit A attached hereto) that provides each Aggrieved Employee with the number of Weeks Worked determined by EMPLOYER, the formula for determining each Aggrieved Employee's Settlement Share.
- (b) Any returned envelopes from the initial mailing containing forwarding addresses will be used by the Settlement Administrator to re-mail the Notice Packets to the correct or Updated Address.

5. **Court's Approval of Settlement.**

5.1. **Motion or Ex Parte for Approval.** EMPLOYEE shall promptly submit this Agreement to the Court together with an unopposed Motion for Approval of PAGA Settlement or Ex Parte papers, whichever the court deems acceptable. The motion or papers shall seek an order containing the following provisions:

- (a) Approving the PAGA Settlement Agreement, reciting and/or incorporating the release terms and directing that the Agreement terms and provisions be carried out; and
- (b) Directing the mailing of the, mutually agreed upon by counsel, Notice Packet via U.S. First Class mail to Aggrieved Employees in accordance with the provisions of this Agreement.

5.2 **Dismissal of Action With Prejudice.** Within thirty (30) calendar days of approval of the PAGA Settlement Agreement by the Court and the Settlement Administrator's receipt of the Maximum Settlement Amount, the Court shall dismiss the Action with prejudice.

5.3 Court's Non-Approval of Settlement.

- (a) **Settlement Agreement Contingent Upon Court's Approval.** In the event that this Agreement, or any party thereof, is not approved by the Court, fails to become effective or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, then either of the PARTIES, only after meeting and conferring in good faith to effectuate the settlement of the parties as originally intended including but not limited to any resubmission of the settlement approval and/or motion/papers, shall have the right within five (5) court days of written notice thereof to elect to terminate this Settlement. Should they do so, this Agreement shall become null and void and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action.

6. General Provisions.

- 6.1 EMPLOYEE and EMPLOYER ARE fully competent as of the date hereof, and this Agreement has been freely executed and entered into by EMPLOYEE and EMPLOYER without duress or any imbalance in bargaining position, and in determining to execute and enter into this Agreement, EMPLOYEE and EMPLOYER have relied, among other things, on the opportunity to obtain advice of independent legal counsel of their own selection.
- 6.2 Except as provided in Section 3.1 of this Agreement, the PARTIES shall bear their own attorneys' fees, costs and expenses incurred in the prosecution, defense and settlement of this Action.
- 6.3 This Agreement has been reviewed by the PARTIES hereto and their respective attorneys, and the PARTIES have had a full opportunity to negotiate the contents hereof. The PARTIES hereto expressly waive any common law or statutory rule of construction that ambiguity shall be construed against the drafter of this Agreement and acknowledge that for purposes of any such rule the PARTIES contributed equally to the drafting of this Agreement.
- 6.4 This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by EMPLOYEE or EMPLOYER in breach hereof. The PARTIES agree that in any action at law or equity between the PARTIES seeking

enforcement of any of the terms and provisions of this Agreement, including under California Code of Civil Procedure section 664.6, the prevailing party in such action shall be awarded, in addition to damages or other relief, its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees.

- 6.5 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.
- 6.6 This Agreement (and provisions) may be amended only by a written instrument executed by all parties hereto.
- 6.7 The PARTIES agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement. Following execution of this Agreement and within thirty (30) days after the issuance of a Court Order approving the PAGA settlement, EMPLOYEE's counsel must file and serve a Request for Dismissal of the Entire Action, with prejudice, as to *all parties*.

7. Entire Agreement.

It is agreed that there are no collateral agreements or representations, written or oral, that are not contained in this Agreement. Rather, this Agreement is intended by the PARTIES to be fully integrated and contains the entire agreement between the PARTIES.

8. Severability.

Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term.

9. Applicable Law/Venue.

The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California. The PARTIES further agree that if any party hereto commences litigation to enforce or interpret his/its rights hereunder, such litigation shall take place only in an appropriate court in San Diego County, and not elsewhere. To effectuate this provision, each party hereby consents to the jurisdiction of the California courts located in the county of San Diego.

10. Execution in Counterparts.

This Agreement may be signed in one or more counterparts, including copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed as an original, and all signed counterparts shall together constitute one Agreement. A facsimile signature shall have the same force and effect as the original signature, if any only if it is transmitted from counsel for one party to the other. Such transmission shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Agreement and copies thereof shall have the same force and effect and shall be legally binding and enforceable as the original.

11. Tax Representations.

EMPLOYER has not made any representations or warranties to EMPLOYEE as to the tax treatment of this settlement. If required by law, EMPLOYER will issue Form 1099s and/or Form W-2s, as to the applicable payments described in Section 3. EMPLOYEE specifically represents, warrants and agrees that to the extent any individual taxes are required on any of the payments set forth in section 1, above, EMPLOYEE (and not EMPLOYER) shall be fully liable for the employee-only portion of any and all federal, state and local taxes, assessments, penalties, interest or payments that arise or may arise as a result of this settlement. As to all payments made directly to the EMPLOYEE, EMPLOYEE specifically agrees that he alone is and will be responsible for the payment of any and all amounts such governmental or tax authorities may claim are due for the EMPLOYEE's individual tax portion only, if any. EMPLOYEE agrees to indemnify EMPLOYER and hold it harmless against any and all claims by any governmental or taxing authorities that EMPLOYER was responsible for withholding in individual taxes from the above-referenced payments. EMPLOYEE acknowledges that EMPLOYER is relying on, among other things, the promises set forth in this paragraph in entering into this Agreement and paying the sums that are being paid.

12. Non-Disparagement.

EMPLOYEE agrees not to disseminate or publish, or allow to be disseminated or published, any written, oral or electronically-transmitted statement that is a disparaging statement about EMPLOYER, its programs, policies or practices (except if required by a validly issued subpoena from a court, arbitrator or government agency of competent jurisdiction). Further, nothing in this Agreement is intended to suppress or limit EMPLOYEE's right to testify in any administrative, legislative or judicial forum about alleged criminal conduct or sexual harassment, or to prevent the disclosure of factual information related to claims filed in a civil or administrative action regarding sexual assault, sexual harassment or other forms of sex-based workplace harassment, discrimination or

retaliation, to the extent such communications are expressly protected under California law.

The parties agree that in the event of such breach, EMPLOYEE shall be subject to a \$2,000 liquidated damages penalty payable to EMPLOYER.

13. Continuing Jurisdiction.

The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this Agreement.

14. Negotiated Settlement Agreement Pursuant to Government Code Section 12964.

The PARTIES agree and acknowledge that this Agreement was negotiated and is considered a "Negotiated Settlement Agreement" pursuant to Government Code section 12964.5. The PARTIES further agree and acknowledge that each party was represented by their own counsel and they and their counsel negotiated this Settlement Agreement through fair and reasonable arms-length negotiations. The PARTIES further agree and acknowledge that this Settlement Agreement is voluntary, deliberate and informed, provides consideration of value to each party, and that each party was given notice and an opportunity to retain an attorney and was represented by an attorney.

I, HAVING READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AND KNOWING THE CONTENTS THEREOF, AM EFFECTING THIS SETTLEMENT AND EXECUTING THIS RELEASE AFTER HAVING THE OPPORTUNITY TO OBTAIN LEGAL ADVICE FROM COUNSEL, AND I SIGN THE SAME AS MY OWN FREE ACT.

The PARTIES to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement, and fully understand each and every provision contained herein.

WHEREFORE, the PARTIES have executed this Agreement on the dates below.

Dated: 11/09/2021

Dated: 11/09/2021

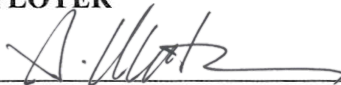
EMPLOYEE


DANIEL FRANCO, as an individual


DANIEL FRANCO, on behalf of
THE STATE OF CALIFORNIA

Dated: 18 Nov 21

EMPLOYER


ALBERT UBIETA
Vice President, General Counsel
Kings & Convicts BP LLC

AGREED TO AS TO FORM AND CONTENT:

THE JAMI LAW FIRM P.C.

Dated: 11/9/2021

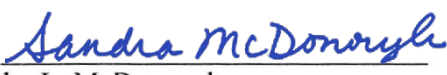
By: 

Tamim Jami

Attorneys of Record for Plaintiff
DANIEL FRANCO and THE STATE OF
CALIFORNIA

Dated: 11/22/2021

PAUL PLEVIN & CONNAUGHTON, LLP

By: 

Sandra L. McDonough

Camille L. Gustafson

Eva A. Adel

Attorneys of record for Defendant
Kings & Convicts BP LLC d/b/a Ballast Point

EXHIBIT A

Date

Name
Address

Re: Lawsuit Settlement – Settlement Check Enclosed

Dear _____:

This letter contains information about the settlement of a lawsuit against Kings & Convicts BP LLC d/b/a Ballast Point (“Ballast Point”). Because you are or were an employee of Ballast Point during the relevant time period, the parties to the lawsuit have concluded that you are entitled to a settlement payment. The San Diego County Superior Court has approved this settlement, and as such, you are receiving the check enclosed. Please cash the check as soon as possible.

On January 29, 2021, Daniel Franco (“Plaintiff”) filed a lawsuit entitled filed in the San Diego Superior Court, *Daniel Franco v. Kings & Convicts BP LLC*, SDSC Case No. 37-2021-00004476, alleging representative claims for civil penalties under the Private Attorney General Act, Labor Code section 2698 *et seq.* (the “PAGA Claim”) for (1) violation of Labor Code sections 510 and 1194; (2) violation of Labor Code section 246; (3) violation of Labor Code sections 233 and 234; (4) violation of Labor Code section 227.3; (5) violation of Labor Code section 226(a)(1); (6) violation of Labor Code section 226(a)(5); (7) violation of Labor Code section 226(a)(9); (8) violation of Labor Code section 226(a); (9) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (10) violation of Labor Code section 226.7 and the IWC Wage Order; (11) violation of Labor Code section 204; (12) violation of Labor Code sections 201, 202, and 203; and (13) violation of Labor Code section 1197 and the applicable IWC Wage Order.

Ballast Point vigorously denies all of the claims in the lawsuit, and firmly believes it has always complied with California law regarding the payment of wages and meal/rest breaks. However, the parties have now agreed to settle the case to avoid the time, expense and uncertainty of a trial.

According to Ballast Point’s records, you were an hourly worker employed by Ballast Point in California between March 02, 2020 and [insert approval date], 2021. Under the settlement, all such employees are entitled to receive a settlement payment based on the number of workweeks they worked at Ballast Point during this period. Ballast Point’s records show that you were employed for ____ workweeks during this period. As such, you are entitled to a settlement check in the amount of \$ ____.

The Court has approved this settlement, and in consideration of the settlement check enclosed, the Court has ordered that all current and former Ballast Point employees receiving a settlement payment must release all claims for civil penalties, fees and costs recoverable under the Private

Attorneys General Act (Labor Code section 2698, *et seq.*) based on the claims that were alleged in the lawsuit for the time period set forth above. You have one-hundred and eighty (180) calendar days from the date of mailing of this notice in which to cash the enclosed check. After one-hundred and eighty (180) calendar days from the date of mailing, the check shall become null and void, and any unclaimed monies shall be distributed to the State of California's Unclaimed Property Fund in your name.

If you have any questions about the settlement, you should direct those to counsel for the plaintiff in this case, Tamim Jami, and Alex Asil Mashiri, who can be reached at (858) 284-0248 and (858) 348-4938, respectively. Please **do not** contact the Court with any questions you may have regarding the case, the settlement, or this notice.