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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DOUGLAS WALKER, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

PEET'S COFFEE, INC., a Virginia corporation
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No. RG21095499

[Hon. Brad Seligman, Department 23]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 14, 2023
Time: 3:00 p.m.
Department: 23

Reservation ID: 523939917519

Complaint Filed: September 23, 2020

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On April 15, 2021, Plaintiff initiated this class action arising from Defendant's alleged
8 failure to furnish wage statements that accurately show either the pay period start date or overtime rate
9 of pay. On June 7, 2021, Plaintiff filed the operative first amended complaint to also pursue claims
10 under the Labor Code Private Attorneys General Act of 2004 ("PAGA") for the same Labor Code
11 violations. Upon the filing of the Action, Plaintiff and Defendant met and conferred about the alleged
12 claims. Plaintiff provided Defendant with copies of wage statements to support the allegations, and
13 Defendant provided wage statements in a different format to support its defenses.

14 3. The Parties continued engaging in informal discovery, and Defendant provided Plaintiff
15 with additional information about the various wage statement formats at issue. Class Counsel continued
16 investigating the alleged claims and also analyzed any defenses raised by Defendant. The Parties
17 continued to exchange information and documentation pursuant to informal methods to assist them in
18 exploring the possibility of a mediated resolution. Defendant's willingness to provide informal
19 discovery with respect to the classwide allegations enabled Plaintiff to evaluate the full scope of
20 Defendant's potential liability. For example, Defendant provided the relevant numbers of individuals
21 and wage statements, among other things—enabling Plaintiff to assess the full value of Class Members'
22 claims and further enabling negotiations to take place between the Parties. Ultimately, the Parties agreed
23 to schedule a mediation. Ultimately, the Parties agreed to schedule a mediation.

24 4. On October 18, 2022, the Parties attended mediation with Louis Marlin, an experienced
25 mediator knowledgeable of both the wage and hour laws and class and representative action claims at
26 issue. With the mediator's assistance and based on a mediator's proposal, the Parties were able to
27 negotiate the settlement terms in the Joint Stipulation of Class Action Settlement (the "Agreement"), a
28 true and correct copy of which is attached as **Exhibit 1**.

1 5. The Agreement requires Defendant to pay \$318,850.00—or approximately \$378.23, on
2 average, per Class Member. As discussed below, this amounts to approximately 17.91% of Defendant’s
3 potential liability and is an excellent result for Class Members. Plaintiff contended that class claims
4 under Section 226(e) result in a \$50 penalty for the first non-compliant wage statement to each Class
5 Member and a \$100 penalty for each additional non-compliant wage statement to the Class Member, up
6 to a maximum of \$4,000 per class member.¹ Plaintiff also contended that PAGA penalties under Section
7 2699(f) result in up to \$100 per non-compliant wage statement.

8 6. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiff
9 prevailed on the merits, Defendant contested the extent of liability. For example, Defendant contended
10 that liability under Section 226(e) would be subject to additional defenses requiring proof of injuries
11 resulting from knowing and intentional violations. Likewise, Defendant contended that PAGA penalties
12 in any event would be subject to discretionary reductions.

13 7. While the Parties disagree on the application of the law to the facts, each Party
14 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
15 arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was
16 reasonable. Ultimately, based on 9,110 relevant wage statements received by 843 individuals, Plaintiff
17 contended that the potential total recovery amounted to 1,779,850.00. This amount consists of two sets
18 of penalties. First, there is approximately \$868,850.00 in penalties under Section 226(e), and second,
19 there is approximately \$911,000.00 in penalties under Section 2699(f):

- 20 • Because Plaintiff contended that class claims under Section 226(e) result in a \$50 penalty for the
21 first non-compliant wage statement to each Class Member and a \$100 penalty for each additional
22 non-compliant wage statement to the Class Member, penalties under Section 226(e) were
23 calculated as follows: **(843 initial wage statements x \$50 per initial wage statement) + (8,267**
24 **additional wage statements x \$100 per additional wage statement) = \$868,850.00.**
- 25 • Because Plaintiff contended that PAGA claims under Section 2699(f) result in a \$100 penalty per
26 wage statement, penalties under Section 2699(f) were calculated as follows: **9,110 wage**
27 **statements x \$100 per wage statement = \$911,000.00.**

28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 Based on the terms of the Agreement, it is expected that, on average, each Class Member would be
2 allocated \$169.91 (*after* all requested payments from the Gross Settlement Amount).²

3 8. Although I am confident that litigation of the claims would result in a classwide judgment
4 against Defendant, I recognize the inherent risks in litigation, including the specific risks that class
5 certification could be denied, liability could not be established at trial, or the applicable law could
6 change. I recognize that the settlement resulting from extensive arm's length negotiations between the
7 Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of
8 litigation, as well as the potential for appeals and the costs of pursuing litigation.

9 9. I am one of the primary attorneys on this matter. My qualifications are as follows: After
10 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
11 2004 with concentrations in Management and Human Resources, I continued studying labor and
12 employment issues by enrolling in post-graduate education at the School of Labor and Employment
13 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
14 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
15 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
16 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

17 10. Upon graduating from law school in 2008, I practiced labor and employment law at
18 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
19 practice focused on wage and hour class, collective, and representative actions, with a particular
20 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
21 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
22 collective, and representative actions that resulted in published opinions. *E.g., Ehret v. WinCo Foods,*
23 *LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of
24 meal period violations in light of collectively bargained waiver of meal periods on shifts of not more
25 than six hours); *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014)

26 ² The amount paid on average to each Class Member may increase, depending on how many Class
27 Members opt out of the class action settlement. The amount actually paid to any Class Member may
28 increase or decrease depending on his or her number of relevant wage statements during the Class
Period.

(obtaining dismissal of wage statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (denial of class certification on behalf of retail employees alleging off-the-clock work).

11. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break laws in *California Transportation News*, a publication of the California Construction Trucking Association.

12. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses primarily on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification and been appointed class counsel. No court has ever found me to be inadequate class counsel.

13. My co-counsel and I will adequately represent the Class Members in this action. Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

14. Along with the filing of the motion for preliminary approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development Agency (“LWDA”) in compliance with Section 2699(1)(2) and (4). Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court’s judgment, papers, or other orders awarding civil penalties under PAGA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of February 2023, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

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Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

DOUGLAS WALKER, as an individual and on
 behalf of all others similarly situated, and as a
 private attorney general,

Plaintiff,

vs.

PEET'S COFFEE, INC., a Virginia corporation
 limited liability company; and DOES 1 through
 50, inclusive,

Defendants.

Case No. RG21095499

[Hon. Brad Seligman, Department 23]

**JOINT STIPULATION OF CLASS ACTION
 SETTLEMENT**

Complaint Filed: April 15, 2021

Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff, Douglas Walker, on the one hand, and Defendant, Peet's Coffee, Inc., on the other hand.

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Douglas Walker v. Peet's Coffee, Inc.*, filed on or about April 15, 2021, in the Superior Court of the State of California for the County of Alameda designated as Case No. RG21095499.

1.2. Administrator. "Administrator" means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Agreement. "Agreement" means this Joint Stipulation of Class Action Settlement.

1.4. Class Counsel. "Class Counsel" means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group.

1.5. Class Member. "Class Member" and "Aggrieved Employee" mean any current or former non-exempt employee who worked for Defendant in the State of California and received both a live check and pay stub prepared by Ceridian at any time during the Class Period. Defendant represents that there are approximately 843 Class Members.

1.6. Class Notice. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1.7. Class Period. "Class Period" and "PAGA Period" mean April 15, 2020, through July 9, 2021.

1.8. Court. "Court" means the Superior Court of California for the County of Alameda.

1.9. Defendant. "Defendant" means Peet's Coffee, Inc..

1.10. Defendant's Counsel. "Defendant's Counsel" means Alexander M. Chemers Ogletree, Deakins, Nash, Smoak & Stewart, P.C..

1.11. Effective Date. "Effective Date" means: (a) if no objections to the settlement are filed, the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if

any appeals of the Final Approval Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order.

1.12. Final Approval Order. “Final Approval Order” means an order granting final approval of a settlement pursuant to this Agreement.

1.13. Gross Settlement Amount. “Gross Settlement Amount” means the maximum potential settlement amount—inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, PAGA Penalty Fund, and Individual Settlement Payments—that Defendant may be required to pay in connection with a Final Approval Order.

1.13.1. Administration Costs. “Administration Costs” means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant’s Counsel.

1.13.2. Attorneys’ Fees and Costs Award. “Attorneys’ Fees and Costs Award” means a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs separately addressed above).

1.13.3. Class Representative Award. “Class Representative Award” means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.

1.14. Individual Settlement Payment. “Individual Settlement Payment” means a Class Member’s potential payment from the Net Settlement Amount and PAGA Penalty Fund.

1.14.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s potential payment from the Net Settlement Amount for settlement of class action claims.

1.14.2. Individual PAGA Payment. “Individual PAGA Payment” means an Aggrieved Employee’s potential payment from the PAGA Penalty Fund for settlement of PAGA claims.

1.15. Net Settlement Amount. “Net Settlement Amount” means the remainder of the Gross Settlement Amount after Court approved deductions for the PAGA Penalty Fund, Attorneys’ Fees and Costs Award, Class Representative Award, and Administration Costs.

1.16. PAGA Penalty Fund & LWDA Payment. “PAGA Penalty Fund” means the portion of the settlement allocated to PAGA penalties. “LWDA Payment” means a payment of 75% of the PAGA Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

1.17. Parties. “Parties” means Plaintiff and Defendant.

1.18. Plaintiff. “Plaintiff” means Douglas Walker.

1.19. Preliminary Approval Order. “Preliminary Approval Order” means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.20. Released Party. “Released Party” means Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns.

1.21. Settlement Class Members. “Settlement Class Members” means Class Members who do not exclude themselves from the class action settlement by complying with the procedures set forth in the Class Notice to opt out of the class action settlement.

2. Recitals

2.1. Initiation of Action. On or about April 14, 2021, Plaintiff sent notice to the LWDA and Defendant regarding violations of the Labor Code resulting from Defendant’s alleged failure to furnish non-exempt employees with wage statements that accurately showed either the pay period start date or overtime rate of pay. On or about April 15, 2021, Plaintiff filed the original complaint pursuing class action claims on behalf of a putative class of current and former non-exempt employees of Defendants in the State of California. On or about June 7, 2021, Plaintiff filed the operative first amended complaint to also pursue claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for the same Labor Code violations.

2.2. Class Counsel’s Investigation. On numerous dates, Plaintiff and Defendant met and conferred about the alleged claims. Plaintiff provided Defendant with copies of wage statements to

1 support the allegations, and Defendant provided wage statements in a different format to support its
2 defenses. The Parties continued engaging in informal discovery, and Defendant provided Plaintiff with
3 additional information about the various wage statement formats at issue. Class Counsel continued
4 investigating the alleged claims and also analyzed any defenses raised by Defendant.

5 **2.3. Mediation and Settlement.** On October 18, 2022, the Parties attended a mediation with
6 Louis Marlin, an experienced mediator knowledgeable of both the wage and hour laws and class and
7 representative action claims at issue in the Action. With the mediator's assistance and based upon a
8 mediator's proposal, the Parties were able to agree to settlement terms. The settlement was achieved
9 after extensive arm's length negotiations in light of all known facts and circumstances—including the
10 uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate
11 issues.

12 **2.4. No Admission of Liability.** Defendant denied and continues to deny all of the allegations
13 made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations
14 made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing
15 whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for
16 the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

17 **2.5. Class Counsel's Evaluation.** Based on Class Counsel's ongoing investigation and
18 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable,
19 adequate, and in the best interests of Class Members.

20 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
21 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
22 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
23 Preliminary Approval Order and then Final Approval Order.

24 **3. Notice to Class Members**

25 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
26 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to Class
27 Members. The Parties agree that Administration Costs should not exceed \$12,000.00.
28

1 **3.2. Class Data for Administrator.** Within seven calendar days of the Preliminary Approval
2 Order, Defendant shall provide to the Administrator each Class Member's last known mailing address,
3 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
4 Agreement.

5 **3.3. Class Notice of Settlement.** The Administrator shall send Class Notice to Class
6 Members to provide notice of settlement within 14 calendar days of the Preliminary Approval Order,
7 pursuant to the procedures below. This shall be the sole means of notice to Class Members.

8 **3.4. Mailing of Notice.** The Administrator shall send Class Notice to each Class Member via
9 First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data
10 provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be sent
11 promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
12 provided, the Administrator shall promptly attempt to determine the correct address using a single skip-
13 trace search and shall then promptly send a single re-mailing.

14 **3.5. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant's
15 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

16 **4. Class Members' Response Options**

17 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
18 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the class action
19 settlement. Except as provided herein, no Class Member responses that are postmarked more than 45
20 calendar days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to
21 encourage or solicit Class Members to opt out of or object to the class action settlement.

22 **4.2. Objection Right and Effect.** Settlement Class Members shall be given the opportunity to
23 object to the terms of the class action settlement. Settlement Class Members may object to the class
24 action settlement by mailing to the Administrator an objection within 45 calendar days after the
25 postmark date of the initial mailing of Class Notice, which describes the objection and states any
26 intention to appear at the final approval hearing. Alternatively, Settlement Class Members may appear at
27 the final approval hearing to object to the class action settlement. Absent good cause as determined by
28 the Court, any Settlement Class Member who does not comply with the objection procedures in the

1 Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any
2 objection, whether by appeal or otherwise, to the class action settlement. Settlement Class Members who
3 object to the class action settlement pursuant to the terms of the Class Notice shall remain subject to
4 being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall
5 remain eligible to receive an Individual Class Payment.

6 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out of
7 the class action settlement. Class Members may opt out of the class action settlement by mailing to the
8 Administrator a Request for Exclusion within 45 calendar days after the postmark date of the initial
9 mailing of Class Notice. Any Request for Exclusion that does not comply with the procedures in the
10 Class Notice shall be deemed void and ineffective. Class Members who opt out of the class action
11 settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments,
12 shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval
13 Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both a
14 Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class
15 Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member
16 does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member
17 who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed
18 valid and shall be deemed to invalidate the objection.

19 **4.4. Objection Response.** The Administrator must provide a copy of any objection received
20 to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any
21 written objection no later than five court days before the final approval hearing.

22 **4.5. Defendant's Right to Terminate.** If more than 5% of Class Members opt out of the class
23 action settlement, then Defendant shall have the right to terminate the Agreement by notifying Plaintiff's
24 Counsel in writing within seven days of notification that more than 5% of Class Members have opted
25 out of the class. If Defendant exercises the right to terminate the Agreement, Defendant shall be
26 responsible for any Administration Costs incurred to date.

27 **4.6. Proof of Class Members' Responses.** As soon as practicable after the end of the
28 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant

individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses, and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any supplemental declarations regarding the administration of the settlement, as necessary or as jointly requested by the Parties or the Court.

5. Settlement Proceeds

5.1. Gross Settlement Amount. Defendant agrees to pay a non-reversionary Gross Settlement Amount of \$318,850.00. The Gross Settlement Amount was negotiated based on Defendant's representation that Ceridian issued 9,110 live checks to Class Members during the Class Period. If the number of relevant live checks during the Class Period exceeds 9,110 by more than 5.0% (i.e., 9,565 or more), the Gross Settlement Amount shall increase on a pro rata basis equal to the percentage increase exceeding 5.0% (e.g., if the actual number were 8.5% greater than 9,110, then the Gross Settlement Amount would be increased by 3.5%). Under no other circumstance will Defendant's payment exceed the Gross Settlement Amount.

5.1.1. Attorneys' Fees and Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$106,283.33) and (b) litigation costs of up to \$20,000.00. Except as stated in this Agreement, the Parties are to be responsible for their own attorneys' fees and costs.

5.1.2. Class Representative Award. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class Representative Award would be supplemental to Plaintiff's Individual Settlement Payment.

5.1.3. Administration Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve Administration Costs of up to \$12,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Administration Costs.

5.1.4. PAGA Penalty Fund and LWDA Payment. The Parties intend to request that the Court approve a PAGA Penalty Fund of \$36,440.00. The PAGA Penalty Fund shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining

25% of the PAGA Penalty Fund is to be distributed to Aggrieved Employees on a pro rata basis, based on the number of relevant wage statements they received as reflected in Defendant's records.

5.1.5. Differences in Requested and Approved Payments. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Award, or Administration Costs, or PAGA Penalty Fund, any differences in the requested and approved amount shall be allocated either to the Net Settlement Amount or from the Gross Settlement Amount.

5.2. Net Settlement Amount and Individual Settlement Payments. After deducting the approved Attorneys' Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, Individual Settlement Payments shall be distributed to Settlement Class Members, without the need to submit a claim form on a pro rata basis, based on the number of relevant wage statements they received as reflected in Defendant's records.

5.3. Funding and Distribution. By seven calendar days after the Final Approval Order, Defendant shall deposit the Gross Settlement Amount with the Administrator. By seven calendar days after the Effective Date and deposit of funds, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Class Counsel and Defendant's Counsel.

5.4. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Class Member. To the extent that the Court does not approve the request, the Parties agree that the Final Approval Order shall direct the principal for any expired checks to Legal Aid at Work.

5.5. No Tax Advice or Liability. All payments from the Net Settlement Amount shall be classified for tax reporting purposes as penalties. The Administrator shall issue an IRS Form 1099 to Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs

Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

6. Releases

6.1. Releases by Settlement Class Members. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class Members fully release Defendant and each Released Party from any and all causes of action or legal theories arising during the Class Period that were alleged in any operative complaint or that could have been alleged based on the factual allegations in any operative complaint, including but not limited to improper or inaccurate wage statements under Labor Code section 226.

6.2. Releases by LWDA. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, the LWDA fully releases Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code sections 226(a) and 226.3 during the PAGA Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

6.3. Additional Release by Plaintiff. In addition to the above releases applicable to Plaintiff as a Settlement Class Member and Aggrieved Employee, Plaintiff also generally releases all claims, known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

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.

Plaintiff acknowledges that he has read the entirety of the Agreement, including the above language from the Civil Code, and that he fully understands both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

7. Court Approval

7.1. Preliminary Approval. Plaintiff shall submit a motion seeking a Preliminary Approval Order, which would, among other things: (i) preliminarily approve the proposed settlement according to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice to be sent to Class Members as specified herein.

7.2. Final Approval. Not later than 16 court days before the date set by the Court for a final approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders.

7.3. Effect of Failure to Obtain Final Approval. In the event the Court effects a material change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final Approval Order is vacated, then this entire Agreement shall be void and unenforceable, the Action shall proceed as if no settlement has been attempted, and the costs of administration shall be split equally between the Parties, subject to the Parties' agreement to the contrary. In such event, except as otherwise stated in this Agreement, this Agreement and any documents in furtherance of this Agreement shall be inadmissible in any future proceedings in this Action or any other action.

8. Miscellaneous

8.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories

1 represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the
2 Parties to all terms stated herein.

3 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in counterparts,
4 and when all signatories have signed and delivered at least one such counterpart, each counterpart shall
5 be deemed an original, and when taken together with other signed counterparts, shall constitute one
6 signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and
7 deliver this Agreement by signing on the designated signature block and transmitting that signature page
8 via e-mail to counsel for the other party. Any signature via DocuSign or other electronic means or
9 transmitted via e-mail shall be deemed an original signature and shall be binding upon the party who
10 transmits the signature page.

11 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
12 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
13 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
14 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
15 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
16 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
17 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
18 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
19 any and all of the provisions of this Agreement.

20 **8.1.3. Construction.** The determination of the terms and conditions of this Agreement
21 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
22 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
23 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
24 have been inserted for convenience of reference only and shall have no effect upon the construction or
25 interpretation of any part of this Agreement.

26 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
27 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to
28 render all provisions of this Agreement valid and enforceable.

1 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
2 use their best efforts to obtain the Court’s approval of this Agreement and its terms. Each of the Parties,
3 upon the request of another, agrees to perform such further acts and to execute and deliver such other
4 documents as are reasonably necessary to carry out the provisions of this Agreement.

5 **8.3. Publicity.** Plaintiff and Class Counsel agree that they will not issue any press releases,
6 initiate any contact with the press, respond to any press inquiry, or have any communication with the
7 press about the Action and/or the fact, amount, or terms of the Settlement. However, Class Counsel may
8 refer to the settlement amount and the nature of the case without identifying any of the Parties, *i.e.*, Class
9 Counsel can refer to a settlement involving a “national beverage company.” Neither Plaintiff nor Class
10 Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the
11 Settlement. If contacted by the media regarding the Settlement, Class Counsel shall state, “It is a fair
12 settlement, and we are pleased the parties were able to resolve this matter.” Additionally, no Party or
13 their counsel shall disparage the Settlement. Class Counsel may refer to the settlement, including any
14 publicly available details, in connection with proving adequacy of counsel in other matters in the future.

15 **8.4. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
16 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
17 Agreement and of the settlement contemplated thereby.

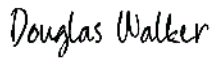
18 **8.5. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
19 they agree to engage mediator Russ J. Wunderli, Esq. to mediate any such dispute. The Parties will split
20 the costs of the mediator, and the Parties will bear their own fees and costs.

21 **8.6. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
22 governed by and interpreted according to the laws of the State of California.

23 **[SIGNATURES ON FOLLOWING PAGE]**
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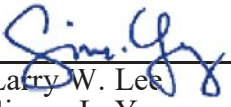
PLAINTIFF

Dated: February 10, 2023

DocuSigned by:

ADA9A42371C04B4...
Douglas Walker

COUNSEL FOR PLAINTIFF AND CLASS

Dated: February 10, 2023


Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: February __, 2023

Kritin Ashurst, General Counsel
for PEET'S COFFEE, INC.

COUNSEL FOR DEFENDANT

Dated: February __, 2023

Alexander M. Chemers
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

PLAINTIFF

Dated: February __, 2023

Douglas Walker

COUNSEL FOR PLAINTIFF AND CLASS

Dated: February __, 2023

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: February 14, 2023


Kritin Ashurst, General Counsel
for PEET'S COFFEE, INC.

COUNSEL FOR DEFENDANT

Dated: February 16, 2023


Alexander M. Chemers
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

EXHIBIT A

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Douglas Walker v. Peet's Coffee, Inc.,

Superior Court of the State of California for the County of Alameda Case No. RG21095499

If you were a non-exempt employee for Peet's Coffee, Inc. in the State of California and received both a live check and pay stub prepared by Ceridian at any time from April 15, 2020, through July 9, 2021 ("Class Period"), you could receive a payment from a class action settlement (hereinafter, "Settlement").

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Alameda (the "Court") has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 ("PAGA") action filed by Plaintiff, Douglas Walker, against Defendant, Peet's Coffee, Inc., which has been designated Case No. RG21095499 (the "Action").

- The Action alleges Defendant furnished wage statements that failed to show either the pay period start date or overtime rate of pay. On this basis, the Action pursues class action and PAGA claims on behalf of non-exempt employees.
- Defendant denies Plaintiff's allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide cash payments to Class Members, based on the number of relevant wage statements that they received during the Class Period.
- Based on Defendant's records, you received **XXX** relevant wage statements during the Class Period. An *estimate* of the amount that could be allocated to you is **\$XXX**. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.

If the Court approves the Settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were a Class Member because you were employed as a non-exempt employee by Defendant in the State of California and received both a live check and pay stub prepared by Ceridian at any time from April 15, 2020, through July 9, 2021 (the “Class Period”). All Class Members are also “Aggrieved Employees” under PAGA and may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action Settlement (“Agreement”). You may obtain a copy of the Agreement from xxx, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On April 15, 2021, Plaintiff filed a complaint in Court that alleged that Defendant failed to provide accurate, itemized wage statements to Plaintiff and other non-exempt employees. Specifically, Plaintiff alleged that Defendant fails to furnish wage statements that accurately itemize and show either the pay period start date or overtime rate of pay.

Defendant denies and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$318,850.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$36,440.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund will be allocated and entirely payable to Aggrieved Employees on a pro rata basis, based on the number of relevant wage statements they received. These payments shall be classified for tax reporting purposes as penalties.

Individual Class Payments: Individual Class Payments shall be distributed to Settlement Class Members, without the need to submit a claim form. Individual Class Payments will be allocated among Settlement Class Members on a pro rata basis, based on the number of relevant wage statements they received. These allocations shall be classified for tax reporting purposes as penalties.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

Through this settlement, each Class Member shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$106,283.33) and (b) litigation costs of up to \$20,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$x,xxx.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns (a "Released Party") from any and all causes of action or legal theories arising during the Class Period that were alleged in any operative complaint or that could have been alleged based on the factual allegations in any operative complaint, including but not limited to improper or inaccurate wage statements under Labor Code section 226.

This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Upon approval, the LWDA fully releases Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code sections 226(a) and 226.3 during the Class Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Settlement Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

If you want to object to the class action settlement, you may appear at the final approval hearing to object to the class action settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.

- (4) The written statement must be postmarked by [45 calendar days after the initial mailing of Notice].

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	POLARIS LAW GROUP William L. Marder (bill@polarislawgroup.com) 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214
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The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.