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**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]

**AMENDED ~~PROPOSED~~ ORDER
GRANTING 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 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on February 17, 2023, and a hearing was held before this Court on March 14, 2023.

3 **I. RECITALS**

4 1. On April 15, 2021, Plaintiff, Douglas Walker, initiated this class action against
5 Defendant, Peet's Coffee, Inc. Plaintiff alleges Defendant fails to furnish wage statements that
6 accurately show either the pay period start date or overtime rate of pay. On June 7, 2021, Plaintiff filed
7 the operative first amended complaint to also pursue claims under PAGA for the same Labor Code
8 violations.

9 2. On October 18, 2022, the Parties attended mediation with Louis Marlin. With the
10 mediator's assistance and based on a mediator's proposal, the Parties were able to negotiate the
11 settlement terms in the Joint Stipulation of Class Action Settlement (the "Agreement").

12 **II. FINDINGS**

13 3. The Court conditionally certifies the following Class: all current or former non-exempt
14 employees who worked for Defendant, Peet's Coffee, Inc., in the State of California and received both a
15 live check and pay stub prepared by Ceridian at any time from April 15, 2020, through July 9, 2021 (the
16 "Class Period").

17 4. The Court hereby preliminarily approves the terms and conditions provided for in the
18 Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of
19 reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may
20 be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court
21 on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
22 Members when balanced against the uncertain outcome of further litigation relating to liability and
23 damages issues. It also appears that investigation, research, and proceedings have been conducted so that
24 counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court
25 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
26 delay and risks that would be presented by the further prosecution of the action. It also appears that
27 settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.
28

1 **III. ORDERS**

2 After considering the papers and evidence, arguments of counsel, and all other matters presented
3 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

4 5. The Court grants preliminary approval of the Joint Stipulation of Class Action Settlement
5 (the "Agreement") submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable
6 to the Class.

7 6. The Court appoints and designates: (a) Plaintiff, Douglas Walker, as Class
8 Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L.
9 Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on
10 behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to
11 the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any
12 Class Member may enter an appearance through his or her own counsel at such Class Member's own
13 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will
14 be represented by Class Counsel.

15 7. A final fairness hearing on the question of whether the proposed Agreement, the
16 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
17 Labor Workforce & Development Agency, and the Class Representative Award should be finally
18 approved as fair, reasonable, and adequate as to the members of the Class is set for June 27, 2023, at
19 3:00 p.m. in this Court.

20 8. The Court hereby approves, as to form and content, the Amended Notice of Class Action
21 Settlement ("Class Notice"), which is attached as Exhibit A to the Supplemental Declaration of Simon
22 L. Yang and this Order. The Court finds that distribution of the Class Notice to Class Members
23 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
24 of due process and shall constitute due and sufficient notice to all parties entitled thereto.

25 9. The Court appoints and designates Phoenix Settlement Administrators as the
26 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
27 Members using the procedures set forth in the Agreement.
28

1 10. Any Class Member may choose to opt out of and be excluded from the settlement as
2 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
3 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
4 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
5 signed by each such Class Member opting out and must otherwise comply with the requirements
6 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
7 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
8 Judgment.

9 11. Any Class Member may object to the Agreement or express his or her views regarding
10 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
11 issues to be heard and determined by the Court as provided in the Class Notice.

12 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
13 sixteen (16) court days before the final fairness hearing.

14 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
15 and all dates provided for in the Agreement without further notice to the Class. The Court retains
16 jurisdiction to consider all further applications arising out of or connected with the Agreement.

17 14. Should for whatever reason final approval is not granted, the fact that the Parties were
18 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
19 of whether a class should be certified in a non-settlement context.

20 **IT IS SO ORDERED.**

21 DATED: 3/14, 2023



THE HONORABLE BRAD SELIGMAN

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 appearing at the final approval hearing to object to the class action settlement. Alternatively, you may submit 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.**

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 preliminarily 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 Phoenix Settlement Administrators, 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 \$12,000.00, 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.

NOTICE OF CLASS ACTION SETTLEMENT

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

- (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://portal.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.

NOTICE OF CLASS ACTION SETTLEMENT

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