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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]

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: June 27, 2023
Time: 3:00 p.m.
Department: 23

Reservation ID: A-21095499-002

Complaint Filed: September 23, 2020

[illegible]

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Douglas Walker v. Peet’s Coffee, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On March 28, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and number of live checks received from April 15, 2020 to July 9, 2021 (“Class Period”) for each Class Member (“Class List”). The final mailing list contained eight hundred forty-three (843) individuals identified as Class Members.

1 database provides updated addresses for any individual who has moved in the previous four (4)
2 years and notified the U.S. Postal Service of their change of address.

3 5. On April 4, 2023, Phoenix mailed the Notice via U.S. first class mail to all eight
4 hundred forty-three (843) Class Members on the Class List. A true and correct copy of the mailed
5 Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, eighteen (18) Notices have been returned to
7 Phoenix. None were returned with a forwarding address. For the eighteen (18) Notices returned
8 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
9 address using TransUnion TLOxp, one of the most comprehensive address databases available for
10 skip tracing. Of the eighteen (18) Notices that were skip traced, sixteen (16) updated addresses were
11 obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

12 7. As of the date of this declaration, two (2) Notices remain undeliverable since an
13 updated address could not be obtained via skip trace.

14 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
15 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
16 May 19, 2023.

17 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
18 from Class Members. The deadline for objecting to the Class Settlement was May 19, 2023.

19 10. As of the date of this declaration, Phoenix has received zero (0) Live Checks disputes
20 from Class Members. The deadline for submitting a dispute was May 19, 2023.

21 11. There are eight hundred forty-three (843) Class Members who did not submit timely
22 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
23 100% of the Class. Settlement Class Members have worked a collective total of nine thousand one
24 hundred ten (9,110) live checks during the Class Period.

25 12. The Escalator Clause of the Settlement Agreement indicates if the number of
26 relevant live checks during the Class Period exceeds nine thousand five hundred sixty-five (9,565),
27 the Gross Settlement Amount shall increase on a pro rata basis equal to the percentage increase.
28

1 Since the total number of live checks didn't exceed this amount, the Escalator Clause wasn't
2 triggered.

3 13. The Net Settlement Amount of \$154,679.90 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$106,283.33),
5 and Class Counsel costs (\$9,056.77), requested Enhancement Payment to Plaintiff Douglas Walker
6 (\$10,000.00), the PAGA Amount to the LWDA (\$27,330.00), and the requested Settlement
7 Administration Costs (\$11,500.00) from the Gross Settlement Amount (\$318,850.00).

8 14. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Share to be paid is approximately \$611.25, the lowest Individual Settlement Share to be
10 paid is approximately \$16.98, while the average Individual Settlement Share to be paid is
11 approximately \$183.49.

12 15. Phoenix's costs associated with the administration of this matter are \$11,500.00.
13 This includes all costs incurred to date, as well as estimated costs involved in completing the
14 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
15 **Exhibit B.**

16
17 I declare under penalty of perjury of the laws of the State of California that the foregoing is
18 true and correct.

19 Executed this 1st of June 2023, at Orange, California.

20
21  _____
22 TAYLOR MITZNER
23
24
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27
28

Exhibit A

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 «Total_Wage_Statements» relevant wage statements during the Class Period. An *estimate* of the amount that could be allocated to you is «Est_Set_Amt». 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.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

**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 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 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.

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.
- (4) The written statement must be postmarked by May 19, 2023.

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 May 19, 2023.

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: Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773	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.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	843
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	843
Subtotal Admin Only	\$11,649.52

Not-to-Exceed Total **\$11,500.00**

May 26, 2023

Case: Walker v. Peet's Coffee, Inc. Opt-Out Administration

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$146.76	1	\$146.76
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$300.00	1	\$300.00
Total			\$1,228.76

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.20	843	\$168.60
Notice Packet & Opt-Out Form	\$1.25	843	\$1,053.75
Estimated Postage (up to 2 oz.)*	\$0.81	843	\$682.83
Static Website	\$225.00	1	\$225.00
Total			\$2,505.18

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.50	126	\$189.68
Remail Notice Packets	\$1.25	126	\$158.06
Estimated Postage	\$0.81	126	\$102.42
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$770.16

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	3	\$450.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$970.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.00	843	\$843.00
Estimated Postage	\$0.64	843	\$539.52
Total			\$2,867.52

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	169	\$252.90
Case Associate	\$75.00	3	\$225.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,475.00	1	\$1,475.00
Total			\$3,307.90

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$11,649.52