

EDWARD J. WYNNE, SBN 165819
ewynne@wynnelawfirm.com
GEORGE R. NEMIROFF, SBN 262058
gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Suite 3G
Wood Island
Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900

CAMAR JONES (*admitted pro hac vice*)
cjones@shavitzlaw.com
ALAN L. QUILES (*pro hac vice*)
aquailles@shavitzlaw.com
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Ste. 285
Boca Raton, FL 33431
Telephone (561) 447-8888
Facsimile (561) 447-8831

Attorneys for Plaintiffs and the putative class

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MARIN

DONNIE MARQUEZ, MARIKA FLEEGER,
and SHALON JONES, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PEET'S COFFEE, and DOES 1 through 10,
inclusive,

Defendant.

Case No. CIV2201507

**DECLARATION OF EDWARD J. WYNNE
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT**

Date: 10/08/2024

Time: 1:30 pm

Hon. Stephen P. Freccero

Dept. A

1 I, EDWARD J. WYNNE, declare that:

2 1. I am an attorney at law duly licensed to practice in all the courts of the state of
3 California and am admitted to practice before all state and federal courts in California. I am the
4 principal of Wynne Law Firm, one of the attorneys of record for Plaintiffs Donnie Marquez,
5 Marika Fleegeer and Shalon Jones ("Plaintiffs").

6 **Adequacy of Counsel**

7 2. I graduated with honors from the University of California at Berkeley in 1989. I
8 graduated from the University of Santa Clara Law School in 1992. I am admitted to practice law
9 before the following courts: United States Court of Appeals, Ninth Circuit, United States District
10 Court for all Districts of California, and all of California's state courts.

11 3. My practice has been devoted to complex class action litigation for the past
12 twenty-five years. Much of this litigation has involved class action prosecution of the wage and
13 hour laws in both state and federal courts.

14 4. I have tried to judgment the only known misclassification class action in
15 California at both the liability and damages phases which resulted in the published opinion *Duran*
16 *et al. v. U.S. Bank, N.A.*, 59 Cal.4th 1 (2014). The Supreme Court called it "an exceedingly rare
17 beast." *Id.* at 12. After getting the case certified and prevailing at trial, the judgment was reversed
18 by the Court of Appeal, affirmed by the Supreme Court, and plaintiffs' second effort at
19 certification in the Superior Court was denied (and affirmed by the Court of Appeal) after 17
20 years of hard-fought litigation. While the judgment has been reversed, the opinion is a watershed
21 case that will stand with *Sav-on v. Superior Court*, 34 Cal.4th 319 (2004) and *Brinker Restaurant*
22 *Corp. v. Superior Court*, 53 Cal.4th 1004 (2012) as one of the pillars in wage and hour litigation
23 because it holds that "[s]tatistical sampling may provide an appropriate means of proving *liability*
24 and damages" in class action litigation (*id.* at 13), and found that defendants do "not have an
25 unfettered right to present individualized evidence in support of a defense," let alone "a due
26 process right to litigate an affirmative defense as to each individual class member." *Id.* at 34, 38.
27 In addition, the opinion reaffirmed in the strongest sense California's public policy in favor of
28 the class action device and employee protections, by, *inter alia*, citing with approval Justice

1 Werdegar's concurring opinion in *Brinker*.

2 5. In 2012, I tried, along with co-counsel, a certified wage and hour class action that
3 was in its fourth month of trial in San Diego County when it settled. The case - *Puchalski et al.*
4 *v. Taco Bell Corp.* (San Diego County Superior Court Case GIC 870429) - was tried under
5 California's executive exemption. The case was single phased for liability and damages with a
6 planned second penalty phase. The case settled after Plaintiffs completed their case-in-chief.

7 6. I was counsel in *Sav-on v. Superior Court*, 34 Cal.4th 319 (2004), a certified class
8 action of over 1,500 managers of Sav-on stores in California seeking earned and unpaid overtime
9 compensation and derivative penalties under the California Labor Code. The California Supreme
10 Court opinion affirmed the trial court's grant of class certification which had been reversed by
11 the court of appeal in a published decision. The issue at the heart of the *Sav-on* opinion is of
12 paramount importance to all California attorneys practicing in the area of wage and hour law
13 because it focuses on the whether the predominance element of certification can be established
14 in an action seeking overtime compensation. The issue has been, and continues to be, one of hot
15 debate among practitioners in this field due to the "fact intensive inquiry" articulated in *Ramirez*
16 *v. Yosemite Water Company*, 20 Cal.4th 785 (1999) under California's quantitative standard.
17 Should Wynne Law Firm and its co-counsel not have prevailed before the California Supreme
18 Court, there is little doubt employees would have faced tremendous hurdles in recovering back
19 wages in anything but single-plaintiff cases which puts the employee at a decided disadvantage
20 to the employer.

21 7. I have been recognized as one of California's "Top Labor and Employment
22 Lawyers" by the *Daily Journal* in 2014. I have been recognized by *Northern California Super*
23 *Lawyers Magazine* in the area of Labor and Employment every year since 2012.

24 8. I have invited to speak and write specifically on wage and hour issues before
25 various forums including, the Labor and Employment Section of the California State Bar
26 Association's 2004 Annual Meeting in Anaheim, California, the Los Angeles County Bar
27 Association in Los Angeles, California, the Santa Clara County Bar Association in Santa Clara,
28 California, Bridgeport's 2007, 2009, 2010, 2012, 2016 and 2019 Continuing Education

1 Conferences in San Francisco, California, the *Employment Law Reporter* of the Labor and
2 Employment Section of the California State Bar, the radio program “Your Legal Rights” of
3 KALW, San Francisco, California, and Mealy’s *Wage & Hour Litigation Teleconference*.

4 9. I have litigated or am in the process of litigation over 75 wage and hour class and
5 collective actions in both state and federal court on the issues of overtime compensation (*Albrecht*
6 *v. Rite Aid Corp.*, San Diego County Superior Court, 729219), meal and rest breaks (*Winfrey v.*
7 *Chief Auto Parts*, San Francisco County Superior Court, CGC 95-974016), vacation pay (*Leung*
8 *v. Rite Aid Corp.*, Los Angeles County Superior Court, BC 214742), final payments at time of
9 termination (*Nelson-Rupp v. The Gap*, Orange County Superior Court, 00CC12661), off-the-
10 clock compensation (*Scura v. Shurgard*, USDC, N. Cal., 02-4506), and minimum wage violations
11 (*Iriarte v. Rubio Arts*, Los Angeles County Superior Court, BC340377), to name a few. I have
12 litigated or am litigating class actions under the executive exemption (*Aguardo v. Pizza Hut, Inc.*,
13 San Francisco County Superior Court, 994947), the administrative exemption (*Burakoff et al. v.*
14 *USBancorp.* Los Angeles County Superior Court, BC341430), the outside sales exemption
15 (*Duran v. US Bank*, Alameda County Superior Court, 2001-035537), the commissioned sales
16 exemption (*Schmoekel v. VALIC*, USDC, C. Cal., 06-5282), the professional exemption (*Kress*
17 *et al. v. PricewaterhouseCoopers LLP*, USDC E. Cal. 08-00965) and the exemption for drivers
18 (*O’Donnell v. Starving Students*, Marin County Superior Court, CV 004930).

19 **Procedural Statement and Discovery**

20 10. On February 3, 2022, Plaintiff Donnie Marquez submitted his notice pursuant the
21 Labor Code Private Attorney General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.* with
22 the Labor Workforce & Development Agency (“LWDA”) and caused the notice to be served on
23 Defendant. Plaintiff’s PAGA notice alleged violations of Labor Code §§ 204, 210, 218.5, 226.7,
24 510, 512, 558, 1194, 1197 and 1198 related to untimely pay, unpaid overtime compensation,
25 minimum wage violations and missed meal and rest breaks, alleged violations of Labor Code §§
26 226, 226.3, 1174 and 1174.5 related to inaccurate wage statements; alleged violations of Labor
27 Code §§ 201, 202 and 203 for all earned wages due at the time of termination, and Labor Code §
28 2802 related to unreimbursed reasonable and necessary business expenses incurred in carrying

1 out his duties for Defendant.

2 11. After exhaustion of Plaintiff's administrative remedies under PAGA, on May 19,
3 2022, Plaintiff, along with Jasmine Cruz and Shalin Jones filed their complaint against Peet's
4 Coffee in California Superior Court for the County of Marin. Plaintiffs' alleged violations of
5 Labor Code §§ 200-204, 226.7, 510, 512, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197,
6 1198, 2802, Business and Professions § 17200 and administrative remedies under PAGA.

7 12. On June 22, 2022, Plaintiffs filed the operative First Amended Complaint
8 ("FAC"). The FAC removed Plaintiff Jasmine Cruz and added Plaintiff Marike Fleeger.

9 13. In September 2022, Plaintiffs initially served Special Interrogatories and a
10 Request for Production on Defendant. In response to discovery, over the next nine (9) months,
11 Defendant provided: (a) the personnel files for Plaintiffs; (b) company policies including,
12 timekeeping and expense reimbursement policies; (b) wage statements for the Plaintiffs; (c)
13 payroll summaries and time records for all of the Managers in Microsoft Excel format containing
14 over 1,600,000 lines of data; (d) contact information for a 500-person sample of Managers; and
15 (e) the identities of individuals who complained to Defendant about off the clock work during
16 the relevant period. Defendant also provided summary class data outlining the number of
17 potential Managers under each of the three relevant job titles, their average hourly rates, and the
18 number weeks and pay periods they worked during the PAGA 1 year statute of limitations period,
19 as well as the number of weeks they worked within the statutes of limitations under the FLSA
20 and California Labor Code.

21 14. On September 5, 2023 the Parties participated in mediation. The parties were
22 unsuccessful at mediation. As a result, the parties continued with further discovery, which
23 included the depositions of two corporate representative witnesses of Defendant. The parties also
24 fully briefed and argued a Motion to Compel Defendant's production of corporate
25 representative(s) to testify on one of the specific topics to which Defendant objected in Plaintiff's
26 Notice of Deposition which the Court granted on April 12, 2024. Plaintiffs then filed their Motion
27 for Class Certification on April 16, 2024, on behalf of Store Managers and Assistant Managers,
28 only.

1 15. The Parties have since reached a settlement, the terms of which are memorialized
2 in the parties Joint Stipulation of Class Action Settlement and Release (“Joint Stipulation”).

3 **Summary of Settlement Terms**

4 16. The details of the settlement are set forth in the Joint Stipulation marked and
5 attached hereto as Exhibit 1. Attached as exhibit A to the Joint Stipulation is the Notice of
6 Proposed Class Action Settlement.

7 17. **Class Definition:** Subject to Court approval, the parties have stipulated to
8 certification for settlement purposes only the following class definition: Managers employed by
9 Defendant in California at any time from May 19, 2018 to May 1, 2024, who do not opt out of
10 the settlement. There are approximately 564 Managers covered by this action.

11 18. **Settlement Fund:** In return for a release of the claims, PEET’S shall create a non-
12 reversionary \$1,450,000.00 settlement fund entitled, “Gross Settlement Amount” or “GSA.”
13 Because this is not a claims-made settlement, Class Members will not be required to make a
14 submission to participate in the settlement. The GSA will be deposited into an interest-bearing
15 account maintained by the Settlement Administrator within ten (10) days of the Effective Date
16 as defined in the Joint Stipulation. In the event the Effective Date is delayed due to an appeal,
17 PEET’s will be responsible for interest on the GS fund at the rate of 5% per annum inuring to the
18 benefit of the Class Members and Class Counsel.

19 19. After certain deductions identified below, all Class Members will be paid on a pro
20 rata basis based on the number of weeks they worked for PEET’S as Managers in California
21 between May 19, 2018 to May 1, 2024. The deductions from the GSA include attorneys’ fees
22 and costs, class representative enhancement awards, payment to the California Labor Workforce
23 Development Agency and the cost of settlement administration.

24 20. **Class Representatives and Class Counsel:** Subject to Court approval and for
25 settlement purposes only, the parties have stipulated that Plaintiffs, Donnie Marquez, Marika
26 Fleeger, and Shalon Jones, will be appointed class representatives. Also subject to Court
27 approval, the parties have stipulated that Edward J. Wynne of Wynne Law Firm, and Camar R.
28 Jones of Shavitz Law Group, P.A. be appointed class counsel.

1 21. **Notice Procedure:** Subject to Court approval, the parties have agreed on Phoenix
2 Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”) as the
3 Settlement Administrator. After updating the database provided by PEET’S through the National
4 Change of Address database, the Settlement Administrator will mail the Class Notice to each
5 class member. The Class Notice will include the estimated settlement amount to each Class
6 Member, and instructions on how to opt-out of or object to the settlement.

7 22. **Net Settlement Value:** The Net Settlement Value is estimated to be at
8 approximately \$864,166.67 after deductions for attorneys’ fees and costs, enhancement awards,
9 the cost of settlement administration and payment to the LWDA. Payments to individual Class
10 Members shall be calculated and apportioned from the Net Settlement Value based on the number
11 of weeks each Class Member actually worked as a Manager in California between May 19, 2018
12 and May 1, 2024.

13 23. **Enhancement Award:** Pursuant to the parties’ agreement, Plaintiffs will seek,
14 and PEET’S will not oppose, a payment of \$10,000.00 to each of the Plaintiffs as Enhancement
15 Awards.

16 24. **Class Counsel’s Fees and Costs:** Pursuant to the parties’ agreement, the Court
17 may award Class Counsel for the services they have rendered and will render to Plaintiffs and
18 the Class Members in relation to prosecuting the claims involved in this lawsuit. Class Counsel
19 will seek a fee award not to exceed \$483,333.33 or one-third of the GSA. Class Counsel will also
20 seek reimbursement of costs in an amount not to exceed \$25,000. Because this is a non-
21 reversionary, common fund settlement, any portion of the requested fees and costs that are not
22 approved by the Court would be distributed to the Class Members.

23 25. **LWDA Payment:** The parties have agreed to pay the LWDA \$37,500.00, or 75%
24 of the \$50,000 attributed to the PAGA claim, per Labor Code § 2699 (i) to settle this claim, and
25 the parties have submitted or will submit this settlement to the California Labor Workforces
26 Development Agency (“LWDA”) per California Labor Code section 2699(1)(2). The remaining
27 25% (\$12,500.00) will be payable to the PAGA Members.

28 **Standards for Preliminary Approval**

26. Plaintiffs were employed by PEET'S as non-exempt Managers in California during the class period, and were paid at their base hourly rates of pay as opposed to their regular hourly rates (inclusive of their bonuses) for meal break, rest break, and sick pay premiums until January 2022. Further, Defendant maintained a policy of requiring Managers to perform work off the clock using their personal mobile phones, but neither compensating them for that time, nor reimbursing them for the use of their personal phones. Class Members and the Plaintiffs have been affected by these same uniform policies. Accordingly, typicality is therefore satisfied.

27. Plaintiffs have no interest that is antagonistic to those of the other Class Members because they have not brought any individual non-class claims in this case. Also, Plaintiffs have retained counsel who are very experienced in employment class actions in the food service industry.

Recommendation of Counsel

28. Based on my experience in *Duran v. U.S. Bank N.A.*, 59 Cal.4th 1 (2014) perhaps best exemplifies the risk, expense, complexity and duration of further litigation. I was successful in obtaining certification for that case and subsequently prevailed at trial after eight years of litigation only to have the entire judgment and certification ultimately reversed by the California Supreme Court after an additional five years of litigation. The case was remanded back to the Superior Court where class certification was denied, and Plaintiff's subsequent appeal was denied. Even prevailing at the trial court is no guarantee of recovery especially against a large corporate defendant like PEET'S. In essence, the risk in continued litigation is extremely high. Thus, it is Counsel's informed opinion that benefits of this settlement outweigh the risk and that settlement at this juncture is in the best interests of the class.

29. The settlement ultimately takes into account the risks associated with the Plaintiffs being able to prove liability, and to obtain class certification. Liability is far from guaranteed.

30. Plaintiff conducted sufficient formal and informal discovery. Plaintiffs propounded written discovery in the form of interrogatories and document requests resulting in the production of over 1,200 pages of documents, and excel charts with over 1,600,000 lines of time, payroll and expense data to be analyzed. Plaintiffs also conducted the depositions of two

1 corporate witnesses of Defendant. This information allowed Plaintiffs to make an informed
2 decision about the potential exposure, and the litigation risks going forward.

3 31. In this case, Plaintiffs and the Class Members are represented by competent and
4 experienced counsel. Plaintiff's counsel recommends the proposed settlement as fair, adequate
5 and reasonable to the class members and in their best interests.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 9th day of July, 2024, at Larkspur, California.

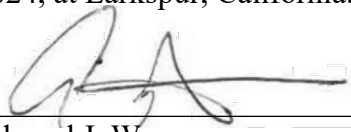
8 
9 _____
Edward J. Wynne

EXHIBIT 1

ALEXANDER M. CHEMERS, CA Bar No. 263726
alexander.chemers@ogletree.com

DANIEL N. ROJAS, CA Bar No. 326115
daniel.rojas@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

400 South Hope Street, Suite 1200
Los Angeles, CA 90071

Telephone: 213-239-9800

Facsimile: 213-239-9045

Attorneys for Defendant
PEET'S COFFEE

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

DONNIE MARQUEZ, MARIKA FLEEGER,
and SHALON JONES, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PEET'S COFFEE, and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIV2201507

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

[Assigned for all purposes to
The Honorable Stephen P. Freccero, Dept. A]

Action Filed:	May 19, 2022
FAC Filed:	June 22, 2022
Trial Date:	None

1 EDWARD J. WYNNE, SBN 165819
ewynne@wynnelawfirm.com
2 GEORGE R. NEMIROFF, SBN 262058
gnemiroff@wynnelawfirm.com
3 WYNNE LAW FIRM
4 80 E. Sir Francis Drake Blvd., Suite 3G
Wood Island
5 Larkspur, CA 94939
Telephone: (415) 461-6400
6 Facsimile: (415) 461-3900

7 CAMAR JONES (admitted pro hac vice)
8 cjones@shavitzlaw.com
ALAN L. QUILES (pro hac vice)
9 aquiles@shavitzlaw.com
SHAVITZ LAW GROUP, P.A.
10 951 Yamato Road, Ste. 285
Boca Raton, FL 33431
11 Telephone: (561) 447-8888
12 Facsimile: (561) 447-8831

13 Attorneys for Plaintiffs
14 DONNIE MARQUEZ, MARIKA FLEEGER,
and SHALON JONES
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1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 IT IS HEREBY STIPULATED, by and among plaintiffs DONNIE MARQUEZ
3 (“Marquez”), MARIKA FLEEGER (“Fleeger”), and SHALON JONES (“Jones”) (together,
4 “Plaintiffs”), on behalf of themselves and the Settlement Class Members on the one hand, and
5 defendant PEET’S COFFEE (“Defendant”), and subject to the approval of the Court, that the
6 above-captioned action is hereby being compromised and settled pursuant to the terms and
7 conditions set forth in this Joint Stipulation of Class Action Settlement and Release (the
8 “Settlement”).

9 **1. DEFINITIONS**

10 Capitalized terms used in this Settlement shall have the meanings set forth below:

11 1.1. “Action” means the lawsuit entitled *DONNIE MARQUEZ; et al. v. PEET’S*
12 *COFFEE; et al.*, pending in the Superior Court of the State of California, County of Marin, and
13 designated as Case No. CIV2201507.

14 1.2. “Claims Administrator” means Phoenix Class Action Administration Solutions
15 (“Phoenix” or “Settlement Administrator”).

16 1.3. “Claims Administration Costs” means the amount to be paid to the third-party
17 Claims Administrator from the Gross Settlement Amount for the administration of the Settlement.
18 The Claims Administration Costs amount is not to exceed ten thousand dollars (\$10,000.00). Any
19 portion of the requested Claims Administration Costs that are not awarded to the Claims
20 Administrator shall be part of the Net Settlement Amount.

21 1.4. “Class Counsel” means Edward J. Wynne of Wynne Law Firm and Camar Jones of
22 Shavitz Law Group, P.A.

23 1.5. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
24 litigation and resolution of this Action in a maximum amount of Four Hundred Eighty-Three
25 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$483,333.33) (1/3rd of the
26 Gross Settlement Amount). The Court shall determine the amount of the Class Counsel Award,
27 and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class
28 Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.6. “Class Counsel Costs” means expenses incurred by Class Counsel for Class Counsel’s litigation and resolution of this Action, not to exceed Twenty-Five Thousand Dollar and Zero Cents (\$25,000.00). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.7. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Claims Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; social security number; start and end dates of employment, and the total number of weeks each Settlement Class Member worked for Defendant during the Class Period. Because social security numbers are included in the Class Information, the Claims Administrator shall maintain the Class Information in confidence; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement; and transmission shall be through use of a secure, password-protected file.

1.8. “Class Period” means the period from May 19, 2018 through May 1, 2024.

1.9. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to each of Marquez, Fleeger, and Jones, not to exceed Ten Thousand Dollars and Zero Cents to each Plaintiff, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Action. The Class Representative Enhancement Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Representative Enhancement Award that is not awarded to Plaintiffs shall be part of the Net Settlement Amount.

1.10. “Court” means the Superior Court of the State of California for the County of Marin.

1.11. “Defendant” means PEET’S COFFEE, and all of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

1.12. “Defense Counsel” means Alexander M. Chemers and Daniel N. Rojas of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.13. “Effective Date” means the date that the Final Judgment is entered by the Court assuming that no Settlement Class Members have appeared or otherwise objected at the Final Approval Hearing; in the event that any such objections have been raised, the Effective Date shall be sixty-one (61) days after the date that the Final Judgment is entered and assuming no appeals are taken from it; in the event that any appeals are taken from the Final Judgment, the Effective Date shall be thirty days (30) after any appeal concludes and the Final Judgment is affirmed and not subject to further appeal. In the event Final Judgment or another order triggering deadlines under this Agreement is issued but not immediately served upon the Parties, the Effective Date will run from when the Parties knew that Final Judgment was entered or when some other triggering event occurred.

1.14. “Employee Taxes” means the employee’s share of any and all applicable federal, state, and local payroll taxes on the portion of Participating Class Members’ Individual Settlement Payment that constitutes wages. The Employee Taxes will be paid out of the Net Settlement Amount.

1.15. “Employer Taxes” means the employer’s share of any and all applicable federal, state, and local payroll taxes on the portion of Participating Class Members’ Individual Settlement Payment that constitutes wages. The Employer Taxes will be paid by Defendant and not out of the Gross Settlement Amount or Net Settlement Amount.

1.16. “Final Approval Date” means the date which the Court grants final approval of the Settlement.

1.17. “Final Approval Hearing” means the hearing held on the motion for final approval of the Settlement.

1.18. “Final Judgment” means the Court’s entry of an order of judgment in this Action following the Court’s final approval of the Settlement.

1.19. “Gross Settlement Amount” means the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all

Individual Settlement Amounts to Participating Class Members, Class Counsel Award, Class Counsel Costs, Claims Administrator Costs, Class Representative Enhancement Award, and PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross Settlement Amount Defendant shall be required to pay is One Million Four Hundred Fifty Thousand Dollars and Zero Cents (\$1,450,000.00). No portion of the Gross Settlement Amount will revert to Defendant, and the Settlement does not require Participating Class Members to submit claims as a prerequisite to receiving their Individual Settlement Payment. Under no other circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as provided for in Paragraph 3.18 or in connection with Defendant's payment of the Employer Taxes.

1.20. "Individual Settlement Payment" means the amount payable to each Participating Class Member, as calculated pursuant to Paragraph 3.22 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eight (180) days of their issuance.

1.21. "LWDA PAGA Allocation" means Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA Allocation, and is the amount payable from the Gross Settlement Amount to California's Labor & Workforce Development Agency.

1.22. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, the Class Counsel Costs, the Class Representative Enhancement, the Claims Administration Costs, and the PAGA Allocation. The Net Settlement Amount shall be distributed in its entirety to Participating Class Members.

1.23. "Notice of Objection" means a written statement of objection to the Settlement made and signed by a Settlement Class Member or his or her representative and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.24. "Notice of Settlement" means the Notice of Proposed Class Action Settlement

(substantially in the form attached hereto as **Exhibit “A”**).

1.25. “PAGA Allocation” means Fifty Thousand Dollars and Zero Cents (\$50,000.00), allocated from the Gross Settlement Amount for the compromise of claims for civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Per California Labor Code section 2699(i), Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA Allocation, will be paid to California’s Labor & Workforce Development Agency. The remaining Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement Amount to be distributed to PAGA Members.

1.26. “PAGA Claims” means claims based on the Private Attorneys General Act (2004) asserted in Plaintiff’s notice letters to the LWDA, including PAGA claims under Labor Code sections 200-204, 210, 218.5, 226, 226.3, 226.7, 246, 294, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1197, 1198, 2802, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys’ fees and costs and civil penalties under PAGA, Labor Code section 2698 et seq.

1.27. “PAGA Member(s)” means all Store Managers and Assistant Store Managers of Defendant who worked in California at any time from February 3, 2021 to May 1, 2024.

1.28. “PAGA Member Allocation” means Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) representing the PAGA allocation, and is the amount payable to PAGA Members. The PAGA Member Allocation shall be distributed in its entirety to PAGA Members pursuant to Paragraph 3.23.

1.29. “PAGA Period” means the period from February 3, 2021 through May 1, 2024.

1.30. “Participating Class Members” means all Settlement Class Members who do not submit a valid and timely Request for Exclusion.

1.31. “Parties” means Plaintiffs and Defendant collectively, and “Party” shall mean any Plaintiffs or any Defendant, individually.

1.32. “Plaintiffs” means DONNIE MARQUEZ, MARIKA FLEEGER, and SHALON JONES.

1.33. “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order for the Settlement.

1.34. “Preliminary Approval Order” means the Proposed Order (filed concurrently with this Settlement) for preliminary approval of the Settlement.

1.35. “Released Class Claims” means all causes of action and factual or legal theories/allegations that were alleged in the operative complaint in the Action, or that could have been based on the factual or legal theories/allegations, including but not limited to all of the following claims for relief: (a) failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements; (f) failure to maintain required records; (g) waiting time penalties for untimely final pay; (h) failure to timely pay wages during employment; (i) failure to reimburse; (j) unfair business practices; (k) any other claims or penalties under the wage and hour laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable under said causes of action or primary rights under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, the California Unfair Competition Law, and the Fair Labor Standards Act (collectively, the “Released Claims”). The release period for Settlement Class Members covers the period from May 19, 2018 through the date of May 1, 2024.

1.36. “Released PAGA Claims” means any and all known and unknown PAGA claims in this Action. This release shall apply to all claims based on Plaintiffs’ Notice to the LWDA and the factual allegations in the operative complaint arising at any point from February 3, 2021 through May 1, 2024. Even if a Class Member chooses to “opt-out” of the Class Settlement, the Class Member would still be bound by the PAGA release.

1.37. “Released Parties” means PEET’S COFFEE, and all of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint

1 venturers.

2 1.38. "Request for Exclusion" means a written statement mailed to the Claims
3 Administrator that: (1) must contain the name, address, and the last four (4) digits of the Social
4 Security number of the Settlement Class Member requesting exclusion, (2) must state "Please
5 exclude me from the Settlement in the *DONNIE MARQUEZ; et al. v. PEET'S COFFEE; et al.*
6 matter," or similar language, (3) must be signed by the Settlement Class Member or his or her
7 legal representative; and (4) must be postmarked by the Response Deadline and returned to the
8 Claims Administrator at the specified address.

9 1.39. "Response Deadline" means the date sixty (60) days after the Claims Administrator
10 mails Notices to Settlement Class Members, and shall be the last date on which Settlement Class
11 Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark
12 Objections to the Settlement."

13 1.40. "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

14 1.41. "Settlement Class Member(s)" or "Settlement Class" means all Store Managers and
15 Assistant Store Managers of Defendant who worked in California at any time from May 19, 2018
16 to May 1, 2024.

17 **2. RECITALS**

18 2.1. Class Certification. The Parties stipulate and agree to the certification of this Action
19 for purposes of this Settlement only. Should the Settlement not become final and effective, class
20 certification shall immediately be set aside (subject to further proceedings on motion of any party
21 to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification
22 as part of the Settlement shall have no bearing on and shall not be admissible in or considered in
23 connection with, the issue of whether a class should be certified in a non-settlement context in this
24 Action, and shall have no bearing on and shall not be admissible or considered in connection with
25 the issue of whether a class should be certified in any other lawsuit.

26 2.2. Procedural History. On May 19, 2022, Marquez, Jones, and Jasmine Cruz filed the
27 Action in the Superior Court of California for the County of Marin as a proposed class action on
28 behalf of all current and former Store Managers, Assistant Store Managers, and Store Leads from

May 19, 2018 through the date the Court grants class certification. Plaintiffs alleged that Defendant: (1) failed to reimburse for necessary business expenditures; (2) failure to compensate for all hours worked; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to provide meal periods; (6) failure to provide rest breaks; (7) failure to provide accurate wage statements; (8) waiting time penalties; (9) unfair competition; (10) penalties pursuant to PAGA. Plaintiffs sought recovery under the California Labor Code, the applicable Industrial Welfare Commission Wage Order, and the California Business & Professions Code. On or about June 22, 2022, Plaintiffs filed their First Amended Complaint, to substitute Jasmine Cruz for Fleeger.

2.3. Settlement Negotiations. On September 5, 2023, the Parties participated in a private mediation session with mediator Mark C. Peters, Esq., a well-respected, experienced mediator in the field of wage and hour class actions. Prior to the mediation, Class Counsel conducted extensive formal discovery and investigation during the prosecution of the Action. The formal discovery and investigation included, among other things: (1) interrogatories and requests for production of documents propounded by Plaintiffs on Defendant; (2) depositions of Defendant's corporate representatives; (3) inspection and analysis of employee documents and data, including personnel files, time and payroll records, employment policies and procedures, and other relevant documents; (4) evaluation of legal positions taken by Defendant; (5) evaluation of potential class-wide damages and PAGA penalties; and (6) review and research of applicable law with respect to the claims and potential defenses brought by Defendant. Class Counsel has vigorously prosecuted this Action, and Defendant has vigorously defended it. The Parties have engaged in sufficient discovery and investigation to assess the relative merits of the claims and contentions of the Parties. Based on this information and the settlement discussions during the mediation conducted at arm's length and settlement discussions, the Parties came to an agreement on April 1, 2024. The settlement is the result of an informed and detailed evaluation of the potential liability of total exposure in relation to the costs and risks associated with continued litigation of the Class Action.

2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel recognize the length of continued proceedings necessary to litigate their disputes through

1 certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into
2 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
3 inherent in such litigation, including, but not limited to, the risks related to a contested motion for
4 class certification, risk of Defendant being able to fund a Class-wide judgement, and the risks
5 related to liability raised by the issues in this case. Plaintiffs and Class Counsel are also aware of
6 the burdens of proof necessary to establish liability for the claims asserted in the Action and the
7 difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class
8 Counsel have also taken into account Defendant's agreement to enter into a settlement that confers
9 substantial relief upon Settlement Class Members. Based on the foregoing, Plaintiffs and Class
10 Counsel have determined that this Settlement is a fair, adequate, and reasonable, and is in the best
11 interests of the Settlement Class Members.

12 2.5. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement.
13 Defendant contends that the Settlement Class Members were properly and timely paid all wages
14 owed, including, but not limited to, all straight time and overtime, were properly reimbursed, and
15 were provided meal and rest periods as required under California law. However, Defendant has
16 concluded that any further defense of this litigation would be protracted and expensive for all
17 Parties. Substantial amounts of time, energy and resources of Defendant has been and, unless this
18 Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs
19 and Settlement Class Members. Defendant has also taken into account the risks of further litigation
20 in reaching their decision to enter into this Settlement. Nonetheless, Defendant has concluded that
21 further proceedings in the Action would be protracted and expensive and that it is desirable that the
22 Action be fully and finally settled in the manner and upon the terms and conditions set forth in this
23 Settlement in order to dispose of burdensome and protracted litigation, to permit the operation of
24 Defendant's business without further expensive litigation and the distraction and diversion of its
25 personnel with respect to matters at issue in the Action. Defendant has also taken into account the
26 uncertainty and risks inherent in any litigation, especially in complex cases such as this Action.
27 Defendant has therefore determined that it is desirable and beneficial to them that the Action be
28 settled in the manner and upon the terms and conditions set forth in this Settlement.

1 2.6. No Admissions. The Parties understand and agree that this Settlement is the result
2 of a good faith compromise of disputed claims and allegations, and Defendant is entering into this
3 Settlement Agreement solely to resolve doubtful and disputed matters. No part of this Settlement
4 Agreement or any conduct or written or oral statements made in connection with this Settlement,
5 whether or not the Settlement Agreement is finally approved and/or consummated, may be
6 offered as or construed to be an admission or concession of any kind by either of any of the
7 Parties. In particular, but without limiting the generality of the foregoing, nothing about this
8 Settlement or Settlement Agreement shall be offered or construed as an admission that Defendant
9 has violated any of their obligations under the California Labor Code, or of liability in general, or
10 any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or
11 Released Parties. In addition, this Settlement Agreement shall not be offered or be admissible in
12 evidence against any of the Parties or any of the Released Parties, except in any action or
13 proceeding brought by or against Plaintiffs, Settlement Class Members, or Defendant to enforce
14 its terms, or by Defendant in defense of any claims brought by Plaintiffs or the Settlement Class
15 Members. The provision of this paragraph shall become effective when this Settlement is signed
16 and shall be binding on the Parties and their counsel regardless of whether the Settlement
17 Agreement is preliminarily and/or finally approved or terminated for any reason, or rendered null
18 and void.

19 2.7. Settlement Class Members' Claims. Plaintiffs claim that the Released Claims have
20 merit and give rise to liability on the part of Defendant. This Settlement is a compromise of
21 disputed claims. Nothing contained in this Settlement and no documents referred to herein, nor
22 any action taken to carry out this Settlement may be construed or used as an admission by or
23 against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
24 claims asserted.

25 2.8. Defendant's Defenses. Defendant has denied and continues to deny each and all of
26 the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendant has
27 expressly denied and continues to deny all charges of wrongdoing or liability against it and the
28 Released Parties arising out of any of the conduct, statements, acts, or omissions alleged in the

1 Action. Defendant contends that it complied in good faith with California and federal wage-and-
2 hour laws and has dealt legally and fairly with Plaintiffs and Settlement Class Members.

3 Defendant further denies that, for any purpose other than settling this Action, these claims are
4 appropriate for class or representative treatment.

5 2.9. Gross Amount Payable by Defendant. Under the terms of this Settlement, the gross
6 amount payable by Defendant shall not exceed the Gross Settlement Amount of One Million Four
7 Hundred Fifty Thousand Dollars and Zero Cents (\$1,450,000.00), except as provided in this
8 Settlement.

9 **3. TERMS OF SETTLEMENT**

10 The Parties agree as follows:

11 3.1. Binding Settlement. This Settlement shall bind the Parties and all Participating
12 Class Members, subject to the terms and conditions hereof and the Court's approval.

13 3.2. Release As To Plaintiffs and All Settlement Class Members. As of the Effective
14 Date, all Settlement Class Members, including Plaintiffs, who do not opt out of the Settlement, will
15 be deemed to have fully, finally and forever released, settled, compromised, relinquished, and
16 discharged the Released Parties from the Released Claims for the period of May 19, 2018 through
17 May 1, 2024.

18 3.3. Tax Liability. The Parties understand and agree that the Parties are not providing
19 tax or legal advice. Defendant is responsible for any Employer Taxes. These payments shall not be
20 made from the Gross Settlement Amount or the Net Settlement Amount. Participating Class
21 Members will remain responsible for any Employee Taxes. Participating Class Members will
22 assume any employee tax obligations or consequences that may arise from this Settlement and
23 should consult with a tax expert if they have questions. However, Individual Settlement Payments
24 will be allocated as follows: fifty percent (50%) as wages (a W-2 will be issued) and fifty percent
25 (50%) as interest and penalties (a 1099 will be issued). Any required payroll deductions will be
26 based on this apportionment. The Parties agree that, in the event that any taxing body determines
27 that additional employee taxes are due from any Participating Class Member, such Participating
28 Class Member assumes all responsibility for the payment of such taxes.

1 3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
2 of this Settlement, and no written communication or disclosure between or among the Parties,
3 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
4 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
5 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
6 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
7 counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered
8 into this Settlement based upon the recommendation of any other party or any attorney or advisor
9 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
10 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
11 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
12 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
13 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
14 treatment or tax structure of any transaction, including any transaction contemplated by this
15 Settlement.

16 3.5. Settlement Approval and Implementation Procedures. As part of this Settlement,
17 the Parties agree to the following procedures for obtaining the Court's preliminary approval of the
18 Settlement, certifying the Settlement Class, notifying Settlement Class Members of the Settlement,
19 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement
20 Payments.

21 3.6. Preliminary Approval and Certification. As soon as practicable after execution of
22 this Settlement, but no later than fourteen (14) days, the Parties will jointly submit this Settlement
23 to the Court for its preliminary approval. Such submission will include this Settlement, the
24 proposed Notice, the proposed Preliminary Approval Order, and any, memoranda and evidence as
25 may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable.
26 The Parties agree to request the Court to enter an order conditionally certifying the Settlement
27 Class after the preliminary approval hearing, in accordance with California Rules of Court, Rule
28 3.769(c).

1 3.7. Class Information. No more than twenty-one (21) calendar days after the entry of
2 the Preliminary Approval Order, Defendant shall provide the Claims Administrator with the Class
3 Information for purposes of mailing Notice to Settlement Class Members.

4 3.8. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Claims
5 Administrator will perform a search on the National Change of Address database to update the
6 Settlement Class Members' addresses. No more than ten (10) calendar days after receiving the
7 Class Information from Defendant, as provided herein, the Claims Administrator shall mail copies
8 of the Notice to all Settlement Class Members by regular First-Class U.S. Mail. The Claims
9 Administrator shall exercise its best judgment to determine the current mailing address for each
10 Settlement Class Member. The address identified by the Claims Administrator as the current
11 mailing address shall be presumed to be the best mailing address for each Settlement Class
12 Member. Efforts to locate an updated address for Settlement Class Members with returned notices
13 will continue throughout the sixty (60) day response period.

14 3.9. Undeliverable Notices. Any Notices returned to the Claims Administrator as
15 undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address
16 affixed thereto.

17 3.10. Skip Tracing and Supplemental Notices. For each Settlement Class Member whose
18 Notice is returned, there will be one (1) skip trace by the Claims Administrator. If an updated
19 mailing address is identified, the Claims Administrator shall resend the Notice to the Settlement
20 Class Member. One (1) supplemental Notice shall be mailed to each Settlement Class Member
21 whose original Notice is returned as undeliverable to the Claims Administrator. Such re-mailing
22 shall be made within five (5) business days of the Claims Administrator receiving notice that the
23 respective Notice was undeliverable. Any requests by the Claims Administrator for documents or
24 information from Defendant must be responded to within a reasonable amount of time by counsel
25 for Defendant. It is the intent of the Parties that reasonable means be used to locate the Settlement
26 Class Members and apprise them of their rights.

27 3.11. Settlement Class Members to whom Notices are resent after having been returned
28 undeliverable to the Claims Administrator shall have fourteen (14) calendar days thereafter, or until

1 the Response Deadline has expired, whichever is later, to mail the Request for Exclusion or a
2 Notice of Objection. Notices that are resent shall inform the recipient of this adjusted deadline.
3 The date of the postmark on the return envelope shall be the exclusive means used to determine
4 whether a Settlement Class Member has returned his or her Request for Exclusion on or before the
5 adjusted deadline. It will be conclusively presumed that if an envelope so mailed has not been
6 returned within twenty (20) days of the mailing, that the Settlement Class Member received the
7 Notice. If a Settlement Class Member's Notice is returned to the Claims Administrator more than
8 once as undeliverable, then an additional Notice shall not be re-mailed.

9 3.12. Compliance with the procedures specified in Paragraphs 3.8 through 3.11 of this
10 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
11 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
12 done by, the Parties, Class Counsel, and Defense Counsel to provide notice of the proposed
13 Settlement.

14 3.13. Disputes. Settlement Class Members will have the opportunity during the sixty (60)
15 day response period, should they disagree with Defendant's records regarding their days worked
16 during the Class Period, to provide documentation and/or an explanation to show contrary days
17 worked. If there is a dispute, the Claims Administrator will consult with the Parties to determine
18 whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for,
19 and the amounts of, any Individual Settlement Payments under the terms of this Settlement. The
20 Claims Administrator's determination of the eligibility for and amount of any Individual
21 Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

22 3.14. Exclusions (Opt-Outs). The Notice shall state that Settlement Class Members who
23 wish to exclude themselves from the Settlement must submit a Request for Exclusion by the
24 Response Deadline. The Request for Exclusion: (1) must contain the name, address, and the last
25 four (4) digits of the Social Security number of the Settlement Class Member requesting exclusion,
26 (2) must state the reason for the exclusion, (3) must be signed by the Settlement Class Member or
27 his or her legal representative; and (4) must be postmarked by the Response Deadline and returned
28 to the Claims Administrator at the specified address. If the Request for Exclusion does not contain

the information listed in (1)-(3), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the terms of the Settlement. Pursuant to Paragraphs 3.8 through 3.12, Settlement Class Members who receive the Notice, but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel shall not represent any Settlement Class Member with respect to any such Requests for Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also submit a Notice of Objection to the non-PAGA portion of the Settlement. Even if a Class Member requests to be excluded from the Class Settlement, he or she may still receive a PAGA Allocation payment if the Class Member worked during the PAGA period. Any Class Member who worked during the PAGA Period shall be deemed to have released all claims under PAGA based on Plaintiff's notice to the LWDA and as alleged in the operative complaint.

3.15. Objections. The Notice shall state that Settlement Class Members who wish to object to the Settlement must not submit a Request for Exclusion and must submit a written statement of objection ("Notice of Objection") by the Response Deadline to the Claims Administrator. The Notice of Objection must be signed by the Settlement Class Member or his or her legal representative and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Pursuant to Paragraphs 3.8 through 3.12, the Notice of Objection must be postmarked by the Response Deadline and returned to the Claims Administrator at the specified address. Within five (5) days of receiving a notice of objection from a Settlement Class Member, the Claims

1 Administrator shall forward the notice of objection to Class Counsel and Defense Counsel. The
2 Parties, through a declaration from the Claims Administrator, will lodge any Notice of Objection
3 submitted by a Settlement Class Member with the Court at least twenty-one (21) days before the
4 Final Approval Hearing. Settlement Class Members, regardless of whether or not they submit a
5 timely Notice of Objection, will have a right to appear at the Final Approval Hearing, with or
6 without an attorney, in order to have their objections heard by the Court. At no time shall any of
7 the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file
8 or serve written objections to the Settlement or appeal from the Final Judgment. Class Counsel
9 shall not represent any Settlement Class Members with respect to any such objections.

10 3.16. Plaintiffs' Participation. By executing this Settlement, Plaintiffs hereby stipulate
11 they will not object to or exclude themselves from the Settlement in anyway.

12 3.17. No Solicitation of Settlement Objections or Exclusions. The Parties and their
13 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall any
14 of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to
15 submit either written objections to the Settlement or Requests for Exclusion from the Settlement, or
16 to appeal from the Court's Final Judgment.

17 3.18. Potential Increase To Gross Settlement Amount. This settlement sum is based on
18 Defendant's representation that Settlement Class Members worked 58,070 workweeks between
19 May 19, 2018 and April 19, 2023. Defendant shall not be required to pay more than the Gross
20 Settlement Amount as long as the amount of workweeks between May 19, 2018 and April 19, 2023
21 does not increase by more than five (5%) percent. Should the number of workweeks between May
22 19, 2018 and April 19, 2023 increase by more than five (5%) percent, the Gross Settlement
23 Amount shall increase proportionately — e.g., if the workweeks increase by six (6%) percent or to
24 61,554 workweeks, the Gross Settlement Amount shall also increase by eleven (11%) percent. For
25 purposes of these calculations, a "workweek" represents a week where a Settlement Class Member
26 recorded at least one minute of work in Defendant's timekeeping systems. If it can be readily
27 determined without undue burden, Defendant may exclude weeks where a Settlement Class
28 Member was employed by Defendant but did not perform any work.

1 3.19. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in
2 which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross
3 Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for
4 any employer payroll taxes owed as a result of the Settlement. By no later than Ten (10) days after
5 the Effective Date, Defendant shall provide to the Claims Administrator the Gross Settlement
6 Amount in the amount One Million Four Hundred Fifty Thousand Dollars and Zero Cents
7 (\$1,450,000.00). In the event that an appeal is taken and the Effective Date is delayed, however,
8 Defendant will be responsible for interest (at a rate of 5% per year) on the Gross Settlement
9 Amount of \$1,450,000. If, for any reason whatsoever, the Effective Date is not reached, the Gross
10 Settlement Amount and all interest earned shall belong to Defendant. If the Effective Date is not
11 reached due to Defendant exercising its option to terminate the Settlement (pursuant to Paragraph
12 3.29), Defendant will pay for the actual costs incurred by the Claims Administrator incurred to that
13 point. No payments from the Gross Settlement Amount shall be made before the Gross Settlement
14 Amount is fully funded. No release in this Settlement shall be effective until the Gross Settlement
15 Amount is fully funded. If Defendant defaults, Plaintiffs and all Participating Class Members will
16 be able to pursue all claims, and the Settlement becomes null and void.

17 3.20. No more than five (5) business days after the Gross Settlement Amount is fully
18 funded, the Claims Administrator will provide the Parties with an accounting of all anticipated
19 payments from the Gross Settlement Amount. The Net Settlement Amount shall be calculated by
20 deducting from the Gross Settlement Amount payments for (1) Class Representative Enhancement
21 Awards, as specified in this Settlement and approved by the Court; (2) Class Counsel Award, as
22 specified in this Settlement and approved by the Court; (3) Class Counsel Costs, as specified in this
23 Settlement and approved by the Court; (4) Claims Administration Costs, as specified in this
24 Settlement and approved by the Court; and (5) the PAGA Allocation, as specified in this
25 Settlement and approved by the Court. The Net Settlement Amount shall be distributed in
26 Individual Settlement Payments in accordance with Paragraph 3.22.

27 3.21. Individual Settlement Payments. Each Participating Class Member shall be eligible
28 to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based

on the number of weeks worked by the Participating Class Member during the Class Period, as a proportion of all weeks worked by all Participating Class Members during the Class Period. Individual Settlement Payments shall be paid pursuant to the formula set forth in Paragraph 3.22 below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15) calendar days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eight (180) days of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual Settlement Payments will be allocated as follows: fifty percent (50%) as wages; and fifty percent (50%) as interest and penalties. The "wage" portion of each Individual Settlement Payment will be reduced by any Employee Taxes. The Claims Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

3.22. Individual Settlement Payment Formula. After deducting the Class Counsel Award, Class Counsel Costs, the PAGA Allocation, Class Representative Enhancement Awards, and Claims Administration Costs, the remaining funds (the "Net Settlement Amount"), will be distributed as follows: The Claims Administrator shall divide the Net Settlement Amount by the total number of weeks Participating Class Members worked during the Class Period in order to determine the amount each Participating Class Member is entitled to for each week he or she worked for Defendant in the Class Period (the "Weekly Amount"). The Claims Administrator will multiply the Weekly Amount by the estimated total number of weeks that each Participating Class Member worked during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Participating Class Member. The Claims Administrator will then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member. Within twenty-one (21) calendar days after Preliminary Approval, Defendant shall provide the Claims Administrator with the Class Information, and any other reasonably required information the Claims Administrator requests to

perform the calculations required under this Settlement. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

3.23. PAGA Allocation & Related Release. Out of the Gross Settlement Amount that is ultimately preliminarily approved, Defendant shall pay a total of Fifty Thousand Dollars and Zero Cents (\$50,000.00) as the PAGA Allocation to resolve the PAGA Claims of the Settlement Class. Of this amount, 75% (*i.e.* \$37,500.00) will be paid as the LWDA PAGA Allocation and 25% (*i.e.* \$12,500.00) will be distributed on a pro rata per workweek basis to the PAGA Members who worked at any time from February 3, 2021 through May 1, 2024. Each PAGA Member's Individual PAGA Payment will be calculated based on the total number of weeks he or she worked during the PAGA Period. To establish the workweek value, the Claims Administrator will first determine the total number of weeks worked by PAGA Members during the PAGA Period. 25% of the PAGA Allocation will then be divided by the total number of weeks worked by PAGA Members during the PAGA Period to determine the per workweek value. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be considered 100% penalties. PAGA Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims. PAGA Members shall be deemed to have released the PAGA claims for civil and statutory penalties, and any other interest, liquidated damages, attorney's fees and costs under PAGA.

3.24. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment (and PAGA Payment for PAGA Members), and they may only receive an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. Plaintiffs, however, are also eligible to receive a Class Representative Enhancement Award.

3.25. No benefit, including but not limited to pension benefits, shall increase or accrue as

1 a result of any payment made pursuant to this Settlement.

2 3.26. Uncashed Checks. If a check for an Individual Settlement Payment is returned to
3 the Claims Administrator as undeliverable, the Claims Administrator shall promptly attempt to
4 obtain a valid mailing address by performing a skip trace search. If another address is identified,
5 the Claims Administrator shall mail the check to the newly identified address. If an Individual
6 Settlement Payment check is returned to the Claims Administrator a second time as undeliverable,
7 the Claims Administrator shall not attempt any further re-mailing of that check. Any settlement
8 checks that remain uncashed One Hundred Eighty (180) or more calendar days after issuance shall
9 be voided. The Claims Administrator shall forward all voided settlement checks to the State of
10 California Unclaimed Property Fund. The Claims Administrator shall also compile a list of the
11 Participating Class Members for whom their funds were deposited with the California State
12 Controller's Office's Unclaimed Property Division. In such event, the Participating Class Member
13 shall nevertheless remain bound by the Settlement. The Parties agree that good cause exists for the
14 Court to approve this distribution because the unclaimed funds are unclaimed wages of employees
15 that will be held by the State of California for the benefit of these employees, who may request
16 receipt of payment from the California State Controller's Office's Unclaimed Property Division.

17 3.27. Class Representative Enhancement Awards. Defendant agrees not to oppose or
18 object to any application or motion by Plaintiffs for Class Representative Enhancement Awards,
19 not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for each Plaintiff (*i.e.* \$10,000.00
20 to each of Marquez, Fleeger, and Jones), as consideration for Plaintiffs' time and effort in bringing
21 and prosecuting this matter. The Class Representative Enhancement Award shall be paid to
22 Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after the Gross
23 Settlement Amount is fully funded. The Claims Administrator shall issue an IRS Form 1099 —
24 MISC to Plaintiffs for their Class Representative Enhancement Award. Plaintiffs shall be solely
25 and legally responsible for payment of all applicable taxes on their Class Representative
26 Enhancement Award and shall hold Defendant harmless from any claim or liability for taxes,
27 penalties, or interest arising as a result of the Class Representative Enhancement Award. The Class
28 Representative Enhancement Award shall be in addition to Plaintiffs' Individual Settlement

1 Payment as a Participating Class Member. In the event that the Court awards lesser amounts than
2 the Class Representative Enhancement Awards requested, then any portion of the requested
3 amounts not awarded to Plaintiffs shall be added to the Net Settlement Amount. Plaintiffs shall not
4 have the right to revoke their agreement to the Settlement on the grounds the Court did not approve
5 any or all of their request for a Class Representative Enhancement Award.

6 3.28. Class Counsel Award and Costs. Defendant agrees not to oppose or object to any
7 application or motion by Class Counsel for a Class Counsel Award not to exceed Four Hundred
8 Eighty-Three Thousand Three Hundred Thirty Three Dollars and Thirty-Three Cents
9 (\$483,333.33) and Class Counsel Costs not to exceed Twenty-Five Thousand Dollars and Zero
10 Cents (\$25,000.00) from the Gross Settlement Amount. The Class Counsel Award and Class
11 Counsel Costs shall be paid no later than fifteen (15) calendar days after the Gross Settlement
12 Amount is fully funded. Class Counsel shall be solely and legally responsible to pay all applicable
13 taxes on the payments made pursuant to this paragraph. The Claims Administrator shall issue an
14 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This
15 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
16 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
17 and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement Amount.

18 3.29. Defendant's Option to Terminate Settlement. If, after the Response Deadline and
19 before the Final Approval Hearing, more than five (5) percent of the Settlement Class Members
20 submit timely and valid Requests for Exclusion from the Settlement, Defendant shall have, in its
21 sole discretion, the option to terminate this Settlement. Defendant shall exercise its option to
22 terminate, if it wishes, prior to the Final Approval Hearing. If Defendant decides to void the
23 Settlement, then the Settlement and conditional class certification shall be considered void, and
24 neither the Settlement, conditional class certification, nor any of the related negotiations or
25 proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without
26 prejudice, as if this Settlement had been neither entered into nor filed with the Court. Should
27 Defendant void the Settlement under this paragraph, it shall be responsible for all Claims
28 Administration Costs.

1 3.30. Claims Administration Costs. The Claims Administrator shall be paid for the costs
2 of administration of the Settlement from the Gross Settlement Amount. Such costs of
3 administration are not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), unless the
4 court approves a higher amount. No fewer than twenty (20) days prior to the Final Approval
5 Hearing, the Claims Administrator shall provide the Parties with a statement detailing the costs of
6 administration. The Claims Administrator, on Defendant's behalf, shall have the authority and
7 obligation to make payments, credits and disbursements, including payments and credits in the
8 manner set forth in this Settlement, to Participating Class Members, calculated in accordance with
9 the methodology set out in this Settlement and orders of the Court. The Parties agree to cooperate
10 in the administration of the Settlement and to make all reasonable efforts to control and minimize
11 the costs and expenses incurred in administration of the Settlement. The Parties each represent they
12 do not have any financial interest in the Claims Administrator or otherwise have a relationship with
13 the Claims Administrator that could create a conflict of interest. The Claims Administrator shall be
14 responsible for: processing and mailing all court-approved payments to the Plaintiffs, Class
15 Counsel, Participating Class Members, and the LWDA; printing and mailing the Notices to the
16 Settlement Class Members as called for in this Settlement and ordered by the Court; receiving and
17 reporting Notice of Objections and Requests for Exclusion submitted by Settlement Class
18 Members; providing declaration(s) as necessary in support of preliminary and/or final approval of
19 this Settlement; and other tasks as the Parties mutually agree or the Court orders the Claims
20 Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the
21 performance of all Claims Administrator responsibilities. Any legally mandated tax reports, tax
22 forms, tax filings, or other tax documents required by administration of this Settlement shall be
23 prepared by the Claims Administrator. Any expenses incurred in connection with such preparation
24 shall be Claims Administration Costs. The Claims Administrator shall be paid the Claims
25 Administration Costs no later than fifteen (15) calendar days after the Gross Settlement Amount is
26 fully funded.

27 3.31. Final Approval Hearing. At a reasonable time following the Response Deadline, the
28 Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court

1 shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class Counsel
2 Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA Allocation; and
3 (v) the Claims Administration Costs.

4 3.32. Entry of Final Judgment. If the Court approves this Settlement at the Final
5 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
6 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to
7 enforce the terms of the judgment. If the Court grants final approval to the Settlement, notice of
8 Final Approval shall be posted on the Claims Administrator's website, at
9 www.phoenixclassaction.com.

10 3.33. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Participating
11 Class Members pursuant to this Settlement will not count as earnings or compensation for purposes
12 of any benefits (*e.g.*, pensions or retirement plans) sponsored by Defendant. It is expressly
13 understood and agreed that the receipt of the Individual Settlement Amount shall not entitle any
14 Participating Class Member to additional compensation or benefits under any collective bargaining
15 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
16 during the period covered by the Settlement, nor shall it entitle any Participating Class Member to
17 any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of
18 the Parties that Individual Settlement Amounts provided for in this Stipulation are the sole
19 payments to be made by Defendant to Participating Class Members in connection with this
20 Settlement, with the exception of Plaintiffs, and that the Participating Class Members are not
21 entitled to any new or additional compensation or benefits as a result of having received the
22 Individual Settlement Awards.

23 3.34. Nullification of Settlement. In the event: (i) the Court does not enter the
24 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
25 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
26 or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and
27 void and any order or judgment entered by the Court in furtherance of this Settlement shall be
28 treated as void from the beginning. In such a case, the Parties and any funds to be awarded under

1 this Settlement shall be returned to their respective statuses as of the date and time immediately
2 prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this
3 Settlement had not been executed, except that any costs and fees already incurred by the Claims
4 Administrator shall be paid by Defendant. In the event an appeal is filed from the Court's Final
5 Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed
6 pending final resolution of the appeal or other appellate review, but any fees incurred by the
7 Claims Administrator prior to it being notified of the filing of an appeal from the Court's Final
8 Judgment, or any other appellate review, shall be paid to the Claims Administrator by Defendant
9 within thirty (30) days of said notification.

10 3.35. No Admission by the Parties. Defendant denies any and all claims alleged in this
11 Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission,
12 and shall not be used against Defendant with respect to any claim, of any fault, concession, or
13 omission by Defendant. The Parties stipulate and agree to the certification of the proposed class
14 for settlement purposes only. The Parties further agree that this Settlement will not be admissible in
15 this or any other proceeding as evidence that either: (i) a class action should be certified or (ii)
16 Defendant is liable to Plaintiffs or any Class Member, other than according to the terms of this
17 Settlement.

18 3.36. Exhibits and Headings. The terms of this Settlement include the terms set forth in
19 Exhibits A and B, which are attached to this Settlement and incorporated by this reference as
20 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the
21 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
22 for convenience of reference only and do not constitute a part of this Settlement.

23 3.37. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action
24 and thereafter implement and complete the Settlement.

25 3.38. Amendment or Modification. This Settlement may be amended or modified only by
26 a written instrument signed by all the Parties and counsel for all Parties or their successors-in-
27 interest.

28 3.39. Entire Settlement. This Settlement and any attached Exhibits constitute the entire

1 agreement among these Parties, and no oral or written representations, warranties or inducements
2 have been made to any Party concerning this Settlement or its exhibits, other than the
3 representations, warranties and covenants contained and memorialized in the Settlement and its
4 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
5 the Parties.

6 3.40. Authorization to Enter into Settlement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
9 pursuant to this Settlement to effectuate its terms, and to execute any other documents required to
10 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
11 other and use their best efforts to affect the implementation of the Settlement. The person signing
12 this Settlement on behalf of Defendant represents and warrants that he or she is authorized to sign
13 this Settlement on behalf of Defendant.

14 3.41. Binding on Successors and Assigns. This Settlement shall be binding upon, and
15 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 3.42. No Prior Assignments. The Parties and their counsel represent, covenant, and
17 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
18 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
19 action, cause of action or right herein released and discharged.

20 3.43. California Law Governs. All terms of this Settlement and the exhibits hereto shall
21 be governed by and interpreted according to the laws of the State of California.

22 3.44. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
23 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
24 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
25 and potential.

26 3.45. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the
27 Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
28 implementation, and enforcement of the terms of this Settlement and all orders and judgments

1 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
2 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
3 orders and judgments entered in connection therewith.

4 3.46. Invalidity of Any Provision. Before declaring any provision of this Settlement
5 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
6 possible, consistent with applicable precedents.

7 3.47. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
8 class certification for purposes of this Settlement only.

9 3.48. Cooperation. The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
11 execution of such other documents and the taking of such other action as may be reasonably
12 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
13 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
14 necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

15 3.49. Publicity. Plaintiffs and Class Counsel agree not to publicize the Settlement, in any
16 manner or form, directly or indirectly, to any person or entity, except Settlement Class Members
17 and as shall be contractually required to effectuate the terms of the Settlement as set forth herein.
18 For the avoidance of doubt, this section means Plaintiffs and Class Counsel will not issue press
19 releases, communicate with, or respond to any media or publication entities, publish information in
20 manner or form, whether printed or electronic, on any medium or otherwise communicate, whether
21 by print, video, recording or any other medium, with any person or entity concerning the
22 Settlement, including the fact of the Settlement, its terms or contents and the negotiations
23 underlying the settlement, except as shall be required to effectuate the terms of the Settlement as
24 set forth herein until the motion for preliminary approval is filed. However, for the limited purpose
25 of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may
26 disclose the name of the Parties in this action and the venue/case number of this action.

27 3.50. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
28 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly

1 against one party than another merely by virtue of the fact that it may have been prepared by
2 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
3 between the Parties, all Parties have contributed to the preparation of this Settlement.

4 3.51. Representation by Counsel. The Parties acknowledge that they have been
5 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
6 and that this Settlement has been executed with the consent and advice of counsel, and reviewed in
7 full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
8 Settlement Agreement.

9 3.52. All Terms Subject to Final Court Approval. All amounts and procedures described
10 in this Stipulation are subject to final Court approval.

11 3.53. Notices. Unless otherwise specifically provided, all notices, demands or other
12 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
13 the third business day after mailing; and (3) sent via United States registered or certified mail,
14 return receipt requested, addressed as follows:

15
16 **To Plaintiff:**

17 Edward J. Wynne, Esq.
18 George R. Nemiroff, Esq.
19 WYNNE LAW FIRM
20 80 E. Sir Francis Drake Blvd., Suite 3G
21 Wood Island
22 Larkspur, CA 94939
23 Telephone: (415) 461-6400
24 Facsimile: (415) 461-3900

25 Camar Jones, Esq.
26 Alan L. Quiles, Esq.
27 SHAVITZ LAW GROUP, P.A.
28 951 Yamato Road, Ste. 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
Facsimile: (561) 447-8831

To Defendant:

Alexander M. Chemers, Esq.
Daniel N. Rojas, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope St. Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9800
Facsimile: (213) 239-9045

3.54. Execution by Settlement Class Members. It is agreed that it is impossible or
impractical to have each Settlement Class Member execute this Settlement. The Notice of

1 Settlement will advise all Settlement Class Members of the binding nature of the release and such
2 shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3 3.55. Execution by Plaintiffs and Defendant. Plaintiffs and Defendant, by signing this
4 Settlement, are bound by the terms herein.

5 3.56. Fair, Adequate and Reasonable Settlement. The Parties hereto agree that the terms
6 and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations
7 between the Parties and that this Settlement shall not be construed in favor of or against any of the
8 Parties by reason of their participation in the drafting of this Settlement.

9 3.57. Binding Agreement. The Parties warrant that they understand and have full
10 authority to enter into this Settlement, and further intend that this Settlement will be fully
11 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure
12 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
13 that otherwise might apply under federal or state law.

14 3.58. Counterparts. This Settlement shall become effective upon its execution by all of
15 the undersigned. Plaintiffs and Defendant, may execute this Settlement in counterparts, and
16 execution of counterparts shall have the same force and effect as if each had signed the same
17 instrument. Copies of the executed Settlement shall be effective for all purposes as though the
18 signatures contained therein were original signatures.

19
20 SIGNATURE PAGES FOLLOW
21
22
23
24
25
26
27
28

1 DATED: July 3, 2024

CLASS REPRESENTATIVE

2
3
4 By: 
5 Donnie Marquez

6 Plaintiff and Class Representative

7 DATED: July 3, 2024

CLASS REPRESENTATIVE

8
9
10 By: _____
11 Marika Fleegeer

12 Plaintiff and Class Representative

13 DATED: July 3, 2024

CLASS REPRESENTATIVE

14
15
16 By: _____
17 Shalon Jones

18 Plaintiff and Class Representative

19 DATED: July 3, 2024

WYNNE LAW FIRM

20
21
22 By: _____
23 Edward J. Wynne
24 George R. Nemiroff

25 Attorneys for Plaintiffs
26 DONNIE MARQUEZ, MARIKA FLEEGER,
27 and SHALON JONES
28

1 DATED: July 3, 2024

CLASS REPRESENTATIVE

2
3
4 By: _____
5 Donnie Marquez

6 Plaintiff and Class Representative

7 DATED: July 3, 2024

CLASS REPRESENTATIVE

8
9
10 By:  _____
11 Marika Fleege

12 Plaintiff and Class Representative

13 DATED: July 3, 2024

CLASS REPRESENTATIVE

14
15
16 By: _____
17 Shalon Jones

18 Plaintiff and Class Representative

19 DATED: July 3, 2024

WYNNE LAW FIRM

20
21
22 By: _____
23 Edward J. Wynne
24 George R. Nemiroff

25 Attorneys for Plaintiffs
26 DONNIE MARQUEZ, MARIKA FLEEGER,
27 and SHALON JONES
28

1 DATED: July 3, 2024

CLASS REPRESENTATIVE

2
3
4 By: _____
5 Donnie Marquez

6 Plaintiff and Class Representative

7 DATED: July 3, 2024

CLASS REPRESENTATIVE

8
9
10 By: _____
11 Marika Fleegeer

12 Plaintiff and Class Representative

13 DATED: July 3, 2024

CLASS REPRESENTATIVE

14
15
16 By:  _____
17 Shalon Jones

18 Plaintiff and Class Representative

19 DATED: July 3, 2024

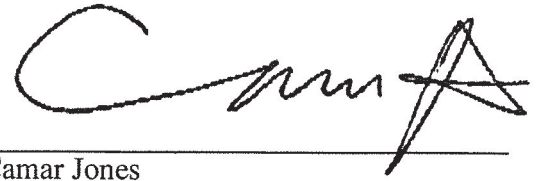
WYNNE LAW FIRM

20
21
22 By:  _____
23 Edward J. Wynne
George R. Nemiroff

24 Attorneys for Plaintiffs
25 DONNIE MARQUEZ, MARIKA FLEEGER,
26 and SHALON JONES
27
28

1 DATED: July 3, 2024

SHAVITZ LAW GROUP, P.A.

2
3
4 By: 

5 Camar Jones
Alan L. Quiles

6 Attorneys for Plaintiffs
7 DONNIE MARQUEZ, MARIKA FLEEGER,
8 and SHALON JONES

9 DATED: July 3, 2024

DEFENDANT

10
11 By: _____

12 Kristin Ashurst

13 For Defendant Peet's Coffee
14
15

16 DATED: July 3, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
17 STEWART, P.C.

18
19 By: _____

20 Alexander M. Chemers
Daniel N. Rojas

21 Attorneys for Defendant
22 PEET'S COFFEE
23
24
25
26
27
28

1 DATED: July 3, 2024

SHAVITZ LAW GROUP, P.A.

2
3
4 By: _____
5 Camar Jones
6 Alan L. Quiles

7 Attorneys for Plaintiffs
8 DONNIE MARQUEZ, MARIKA FLEEGER,
9 and SHALON JONES

10 DATED: July 3, 2024

DEFENDANT

11 DocuSigned by:
12 By: Kristin Ashurst _____
13 BC7B139CCF29495...

14 For Defendant Peet's Coffee

15
16 DATED: July 3, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
17 STEWART, P.C.

18
19 By: Alexander M. Chemers _____
20 Alexander M. Chemers
21 Daniel N. Rojas

22 Attorneys for Defendant
23 PEET'S COFFEE
24
25
26
27
28

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Donnie Marquez, et al. v. Peet's Coffee
Superior Court of California for the County of Marin, Case No. CIV2201507

If you worked as a Store Manager and/or Assistant Store Manager in California from May 19, 2018 through May 1, 2024, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement Fund.

You have received this Notice of Class Action Settlement because the records of Peet's Coffee ("Defendant") shows you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all current and former Store Managers and/or Assistant Store Managers of Defendant who worked in the State of California from May 19, 2018 through May 1, 2024.

- The settlement resolves a class-action lawsuit, *Donnie Marquez, et al. v. Peet's Coffee* (the "Action"), which alleges that Defendant: (1) failed to reimburse Class Members for necessary business expenditures; (2) failed to compensate Class Members for all hours worked; (3) failed to pay Class Members minimum wages; (4) failed to pay Class Members overtime wages; (5) failed to provide Class Members meal periods; (6) failed to provide Class Members rest breaks; (7) failed to provide Class Members accurate wage statements; (8) failed to timely pay Class Members wages upon separation of employment; and (9) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorneys General Act ("PAGA").
- On [REDACTED], the Marin County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in the Marin County

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

	Superior Court, located at 3501 Civic Center Drive, San Rafael, CA 94903.
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The Final Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] .m. on [REDACTED], before Judge Stephen P. Freccero, Courtroom A, in the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael, CA 94903. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant as a Store Manager and/or Assistant Store Manager in the State of California from May 19, 2018 through May 1, 2024. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiffs, Donnie Marquez, Marika Fleegeer, and Shalon Jones, worked as Store Managers and/or Assistant Store Managers for Defendant in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal periods and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay wages upon separation, failure to reimburse business expenses, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under PAGA.

Defendant denies all of the allegations made by Plaintiffs and deny that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$1,450,000.00. The Gross Settlement includes: (1) Administration Costs up to \$10,000.00; (2) a service payment of up to \$10,000.00 to each Plaintiff (*i.e.*, \$10,000.00 to each of Marquez, Fleegeer, and Jones) for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to \$508,333.33 in attorneys' fees and actual verified litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$50,000.00, \$37,500.00 of which will be payable to the Labor and Workforce Development Agency ("LWDA") and \$12,500.00 which will be payable to Class Members. After deducting these sums, a total of approximately Eight Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$851,666.67) will be available for distribution to Class Members ("Net Settlement Amount"). In addition to the Gross Settlement, Defendant will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

Class Members who do not opt out will receive a pro-rata payment based on the number of weeks worked by Class Members for Defendant in California as Store Manager and/or Assistant Store Manager between May 19, 2018 through May 1, 2024 (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual Class Member’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

Defendant’s records indicate that you worked [Eligible Workweeks] as a Store Manager and/or Assistant Store Manager in California between May 19, 2018 through May 1, 2024. Based on these records, your estimated payment as a Participating Class Member would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Distribution to PAGA Members

Even if a Class Member requests to be excluded from the Class Settlement, he or she may still receive a PAGA Allocation payment if the Class Member worked during the PAGA period. Any Class Member who worked during the PAGA Period shall be deemed to have released all claims under PAGA based on Plaintiffs’ notice to the LWDA and as alleged in the operative complaint. Each PAGA Member’s Individual PAGA Payment will be calculated based on the total number of weeks he or she worked during the PAGA Period. To establish the workweek value, the Settlement Administrator will first determine the total number of weeks worked by PAGA Members during the PAGA Period. 25% of the PAGA Allocation will then be divided by the total number of weeks worked by PAGA Members during the PAGA Period to determine the per workweek value.

Defendant’s records indicate that you worked [Eligible Workweeks] as a Store Manager and/or Assistant Store Manager in California between February 3, 2021 through May 1, 2024. Based on these records, your estimated payment as a PAGA Member would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

50% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 50% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.** Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. The Claims Administrator shall forward all voided settlement checks to the State of California Unclaimed Property Fund. In such event, the Participating Class Member shall nevertheless remain bound by the Settlement.

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement, entry of judgment, and payment by Defendant to the Settlement Administrator.

“Released Class Claims” means all causes of action and factual or legal theories/allegations that were alleged in the operative complaint in the Action, or that could have been based on the factual or legal theories/allegations, including but not limited to all of the following claims for relief: (a) failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements; (f) failure to maintain required records; (g) waiting time penalties for untimely final pay; (h) failure to timely pay wages during employment; (i) failure to reimburse; (j) unfair business practices; (k) any other claims or penalties under the wage and hour laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable under said causes of action or primary rights under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, the California Unfair Competition Law, and the Fair Labor Standards Act (collectively, the “Released Claims”). The release period for Settlement Class Members covers the Class Period covering May 19, 2018 through the date of May 1, 2024.

“Released PAGA Claims” means any and all known and unknown PAGA claims in this Action. This release shall apply to all claims based on Plaintiffs’ Notice to the LWDA and the factual allegations in the operative complaint arising at any point from February 3, 2021 through May 1, 2024. Even if a Settlement Class Member chooses to “opt-out” of the Settlement, the Settlement Class Member would still be bound by the release of PAGA claims.

“Released Parties” means PEET’S COFFEE, and all of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate: “Please exclude me from the Settlement Class in the *Donnie Marquez, et al v. Peet’s Coffee* matter” or something to that effect that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, the last four digits of your Social Security Number, and signature. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or facsimile to the address below.

PHOENIX CLASS ACTION ADMINISTRATION

Administrator Address

Administrator Address

Fax number:XXX-XXX-XXXX

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. A Class Member however cannot opt out of the settlement of the PAGA claim and, should settlement of the PAGA

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claim be approved, a qualifying employee will receive a PAGA Payment whether or not they opt out from the Settlement.

Option 3 – *File an Objection to the Settlement*

If you wish to object to the Settlement, you may file a written objection stating why you object to the Settlement. Your written objection must provide the case name and number, your full name, address, the last four digits of your Social Security Number and/or employee ID, your reasons why you think the Court should not approve the Settlement, along with any legal authority, if any, you assert supports your objection, and your signature. You must also indicate whether you intend to appear at the Final Approval Hearing. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE] at:

PHOENIX CLASS ACTION ADMINISTRATION

Administrator Address

Administrator Address

Fax number: XXX-XXX-XXXX

Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. before Judge Stephen P. Freccero, Courtroom A, in the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael, CA 94903, and raise or discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [REDACTED], call the Settlement Administrator at [REDACTED] or Class Counsel:

Edward J. Wynne ewynne@wynnelawfirm.com WYNNE LAW FIRM 80 E. Sir Francis Drake Blvd., Suite 3G Wood Island Larkspur, CA 94939 Telephone: (415) 461-6400	Camar R. Jones cjones@shavitzlaw.com SHAVITZ LAW GROUP, P.A. 951 Yamato Rd., Suite 285 Boca Raton, FL 33431 Telephone: (561)447-8888
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You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Marin Superior Court, located at 3501 Civic Center Drive, San Rafael, CA 94903, during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

Questions? Contact the Settlement Claims Administrator toll free at [REDACTED]

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX