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**SUPERIOR COURT OF CALIFORNIA
SAN FRANCISCO COUNTY**

REBECCA GREELEY and MARK
HERNANDEZ, individually and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

v.

BLUE BOTTLE COFFEE, LLC and DOES 1
through 50, inclusive,

Defendant.

Case No. CGC-23-610084

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

Judge Ethan P. Schulman

Action Filed: October 30, 2023

Trial Date: None

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

2 IT IS HEREBY STIPULATED, by and among plaintiffs REBECCA GREELEY (“Greeley”) and MARK HERNANDEZ (“Hernandez”) (together, “Plaintiffs”), on behalf of themselves and the Settlement Class Members on the one hand, and defendant BLUE BOTTLE COFFEE, LLC (“Defendant” or “BBC”), and subject to the approval of the Court, that the above-captioned action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action Settlement and Release (the “Settlement”).

8 **1. DEFINITIONS**

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

10 1.1. “Action” means the lawsuit entitled *GREELEY, et al. v. BLUE BOTTLE COFFEE, LLC*, pending in the Superior Court of the State of California, County of San Francisco, and designated as Case No. CGC-23-610084.

13 1.2. “Claims Administrator” means Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”).

15 1.3. “Claims Administration Costs” means the amount to be paid to the third-party Claims Administrator from the Gross Settlement Amount of \$675,000 for the administration of the Settlement. The Claims Administration Costs amount is not to exceed Six Thousand Seven Hundred dollars (\$6,700.00). Any portion of the requested Claims Administration Costs that are not awarded to the Claims Administrator shall be part of the Net Settlement Amount.

20 1.4. “Class Counsel” means Edward J. Wynne of Wynne Law Firm, and Camar Jones of Shavitz Law Group, P.A.

22 1.5. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action in a maximum amount of Two Hundred Twenty Five Thousand Dollars and 00/100 Cents (\$225,000.00) (1/3rd of the Gross Settlement Amount). The Court shall determine the amount of the Class Counsel Award, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

28 1.6. “Class Counsel Costs” means expenses incurred by Class Counsel for Class

Counsel's litigation and resolution of this Action, not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). 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 for the Class Period and PAGA Period: (a) each Settlement Class Member's full name; (b) last known address; (c) last known home telephone number; (d) last known email address; (e) social security number; (f) start and end dates of employment; and (g) the total number of weeks each Settlement Class Member worked as a Café Leader ("CL") 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 October 30, 2019 through April 1, 2024.

1.9. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to each of Greeley and Hernandez, not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) 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 San Francisco.

1.11. "Defendant" means BBC, and all of its current, future or former owners, members, affiliates, parent companies, shareholders, retailers, distributors, partners, suppliers, co-manufacturers, contractors, subcontractors, predecessors, assignees, subsidiaries, franchisors, and any person or entity acting by its authority or on its behalf, including but not limited to agents,

1 managers, employees, heirs, executors, administrators, assigns, successors in interest, officers,
2 directors, attorneys, insurers and indemnitors, and any Defendants, their past, present, or future
3 affiliates, related entities, holding companies, parents, subsidiaries, owners, members, partners,
4 officers, directors, board members, managers, supervisors, employees, agents, co-employers,
5 predecessors, successors, assigns, agents, shareholders, investors, attorneys, insurers, and legal
6 representatives.

7 1.12. “Defense Counsel” means Thomas McCormick, of Vorys, Sater, Seymour and
8 Pease, LLP.

9 1.13. “Effective Date” means 31 days after the Final Judgment is entered by the Court
10 assuming that no Settlement Class Members have appeared or otherwise objected at the Final
11 Approval Hearing; in the event that any such objections have been raised, the Effective Date shall
12 be thirty-one (31) days after the date that the Final Judgment is fully and finally approved with no
13 further ability to seek review and/or further appeal the Final Judgment. In the event Final
14 Judgment or another order triggering deadlines under this Agreement is issued but not
15 immediately served upon the Parties, the Effective Date will run from when the Parties knew that
16 Final Judgment was entered or when some other triggering event occurred.

17 1.14. “Employee Taxes” means the Class Members’ share of any and all applicable
18 federal, state, and local payroll taxes on the portion of Participating Class Members’ Individual
19 Settlement Payment that constitutes wages. The Employee Taxes will be paid out of the Net
20 Settlement Amount.

21 1.15. “Employer Taxes” means the employer’s share of any and all applicable federal,
22 state, and local payroll taxes on the portion of Participating Class Members’ Individual Settlement
23 Payment that constitutes wages. The Employer Taxes will be paid by Defendant, and **not** out of
24 the Gross Settlement Amount or Net Settlement Amount.

25 1.16. “Final Approval Date” means the date which the Court grants final approval of the
26 Settlement.

27 1.17. “Final Approval Hearing” means the hearing held on the motion for final approval
28 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 Awards, and PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross Settlement Amount Defendant shall be required to pay is Six Hundred Seventy Five Thousand Dollars and Zero Cents (\$675,000.00). 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 circumstances shall Defendant be required to pay more than the Gross Settlement Amount, plus the Employer Taxes referenced in Section 1.15 of this Agreement.

1.20. “Individual Settlement Payments” means the amounts payable to each Participating Class Member, as calculated pursuant to Paragraph 3.21 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 eighty (180) days of their issuance.

1.21. “LWDA PAGA Allocation” means Twenty Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$26,250.00), 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 Enhancements, 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 that is mailed or emailed to the Claims Administrator 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 Thirty Five Thousand Dollars and Zero Cents (\$35,000.00), 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), Twenty Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$26,250.00), representing 75% of the PAGA Allocation, will be paid to California's Labor & Workforce Development Agency. The remaining Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$8,750.00), 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 Greeley's notice letter to the LWDA, including PAGA claims under Labor Code sections 200-204, 226, 226.3, 226.7, 294, 510, 512, 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 CLs who worked in California at any time from August 4, 2022 to April 1, 2024.

1.28. "PAGA Member Allocation" means Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00) 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 3.22.

1.29. "PAGA Period" means the period from August 4, 2022 through April 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 REBECCA GREELEY and MARK HERNANDEZ.

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 claims under state, federal and local law resulting from or based on the facts and allegations made in the Action, and any amendments thereto, as to the Settlement Class Members, including California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, California Industrial Commission Wage Orders, Cal. Code Regs., title 8, section 11040, *et seq.*, California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.*, and including all claims for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including civil penalties and waiting time penalties), interest, fees, costs, as well as all other claims alleged in the Action during the Class Period.

1.36. “Released PAGA Claims” means all claims arising during the PAGA Period, and as a private attorney general acting on behalf of himself or herself and the PAGA Members, resulting from or based on the facts and allegations made in the Action and/or the LWDA letter, including but not limited to all such claims arising under the California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*, as alleged in the Complaint, and the wage orders of the California

1 Industrial Welfare Commission. This release shall apply to all claims based on Plaintiffs' Notice
2 to the LWDA and the factual allegations in the operative complaint arising at any point between
3 August 4, 2022 through April 1, 2024. Even if a Class Member chooses to "opt-out" of the Class
4 Settlement, the Class Member would still be bound by the PAGA release.

5 1.37. "Released Parties" means BBC, and all of its current, future or former owners,
6 affiliates, members, parent companies, shareholders, retailers, distributors, partners, suppliers, co-
7 manufacturers, contractors, subcontractors, predecessors, assignees, subsidiaries, franchisors, and
8 any person or entity acting by its authority or on its behalf, including but not limited to agents,
9 managers, employees, heirs, executors, administrators, assigns, successors in interest, officers,
10 directors, attorneys, insurers and indemnitors, and any Defendants, their past, present, or future
11 affiliates, related entities, holding companies, parents, subsidiaries, owners, members, partners,
12 officers, directors, board members, managers, supervisors, employees, agents, co-employers,
13 predecessors, successors, assigns, agents, shareholders, investors, attorneys, insurers, and legal
14 representatives.

15 1.38. "Request for Exclusion" means a written statement mailed or emailed to the Claims
16 Administrator that includes the following: (1) must contain the name, address, and the last four (4)
17 digits of the Social Security number of the Settlement Class Member requesting exclusion; (2)
18 must state "Please exclude me from the Settlement in the *GREELEY, et al. v. BLUE BOTTLE*
19 *COFFEE, LLC* matter," or similar language; (3) must be signed by the Settlement Class Member
20 or his or her legal representative; and (4) in the case of mail, must be postmarked by the Response
21 Deadline and returned to the Claims Administrator at the specified address.

22 1.39. "Response Deadline" means the date sixty (60) days after the Claims Administrator
23 mails Notices to Settlement Class Members, and shall be the last date on which Settlement Class
24 Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark
25 Objections to the Settlement.

26 1.40. "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

27 1.41. "Settlement Class Member(s)" or "Settlement Class" means all persons employed
28 by Defendant as salaried, exempt-classified CLs in California from October 30, 2019 through

1 April 1, 2024.

2 **2. RECITALS**

3 2.1. Class Certification. The Parties stipulate and agree to the certification of this Action
4 for purposes of this Settlement only. Should the Settlement not become final and effective, class
5 certification shall immediately be set aside (subject to further proceedings on motion of any party
6 to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification
7 as part of the Settlement shall have no bearing on and shall not be admissible in or considered in
8 connection with, the issue of whether a class should be certified in a non-settlement context in this
9 Action, and shall have no bearing on and shall not be admissible or considered in connection with
10 the issue of whether a class should be certified in any other lawsuit.

11 2.2. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement.
12 Defendant contends that the Settlement Class Members were properly classified as exempt, and
13 timely paid all wages owed, and were provided meal and rest periods as required under California
14 law. However, Defendant has concluded that any further defense of this litigation would be
15 protracted and expensive for all Parties. Substantial amounts of time, energy and resources of
16 Defendant has been and, unless this Settlement is made, will continue to be devoted to the defense
17 of the claims asserted by Plaintiffs. While Defendant's deny any and all wrongdoing, deny that
18 Plaintiffs can certify a class, and deny that Plaintiffs are entitled to any recovery, Defendant has
19 concluded that further proceedings in the Action would be protracted and expensive, and it instead
20 desires a full and final resolution on the terms and conditions set forth in this Settlement to dispose
21 of burdensome, expensive, and protracted litigation, and to permit the operation of Defendant's
22 business without further distraction and diversion.

23 2.3. No Admissions. The Parties understand and agree that this Settlement is the result
24 of a good faith compromise of disputed claims and allegations, and they are entering into this
25 Settlement Agreement solely to resolve doubtful and disputed matters. No part of this Settlement
26 Agreement or any conduct or written or oral statements made in connection with this Settlement,
27 whether or not the Settlement Agreement is finally approved and/or consummated, may be
28 offered as or construed to be an admission or concession of any kind by any of the Parties. In

1 particular, but without limiting the generality of the foregoing, nothing about this Settlement or
2 Settlement Agreement shall be offered or construed as an admission that Defendant has violated
3 any of its obligations under the California Labor Code, or of liability in general, or any
4 wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or
5 Released Parties. In addition, this Settlement Agreement shall not be offered or be admissible in
6 evidence against any of the Parties or any of the Released Parties, except in any action or
7 proceeding brought by or against Plaintiffs, Settlement Class Members, or Defendant to enforce
8 its terms, or by Defendant in defense of any claims brought by Plaintiffs or the Settlement Class
9 Members. The provision of this paragraph shall be binding on the Parties and their counsel
10 regardless of whether the Settlement Agreement is preliminarily and/or finally approved,
11 terminated for any reason, or rendered null and void.

12 2.4. Settlement Class Members' Claims. Plaintiffs claim that the Released Claims have
13 merit and give rise to liability on the part of Defendant. This Settlement is a compromise of
14 disputed claims. Nothing contained in this Settlement and no documents referred to herein, nor
15 any action taken to carry out this Settlement may be construed or used as an admission by or
16 against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
17 claims asserted.

18 2.5. Defendant's Defenses. Defendant has denied and continues to deny each and all of
19 the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendant has
20 expressly denied and continues to deny all charges of wrongdoing or liability against it and the
21 Released Parties arising out of any of the conduct, statements, acts, or omissions alleged in the
22 Action. Defendant contends that it complied in good faith with California and federal wage-and-
23 hour laws and has dealt legally and fairly with Plaintiffs and Settlement Class Members.
24 Defendant further denies that, for any purpose other than settling this Action, these claims are
25 appropriate for class or representative treatment.

26 2.6. Gross Settlement Amount Payable by Defendant. Under the terms of this
27 Settlement, the gross amount payable by Defendant shall not exceed the Gross Settlement
28 Amount of Six Hundred Seventy Five Thousand Dollars and Zero Cents (\$675,000.00) and the

Employer Taxes referenced in Section 1.15 of this Agreement.

3. TERMS OF SETTLEMENT

The Parties agree as follows:

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

3.2. Release As To Plaintiffs and All Settlement Class Members. As of the Effective Date, all Settlement Class Members, including Plaintiffs, who do not opt out of the Settlement, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Claims for the period of October 30, 2019 through April 1, 2024.

3.3. General Release as to Plaintiffs. Plaintiffs, and any respective, former, and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiffs executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the

1 Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment
2 and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights
3 Act, and any regulation of any administrative agency or governmental authority relating to
4 employment benefits or discrimination or harassment or retaliation in employment; (2) all claims
5 for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide
6 accurate itemized wage statements, failure to maintain accurate records, failure to reimburse
7 business expenses, failure to pay vacation at the correct rate, failure to provide meal periods or rest
8 breaks, failure to provide/fully provide meal and rest period premiums, failure to provide/fully
9 provide paid sick leave, failure to post notice of paydays and time and place of payment, and any
10 claim for violations of the California Labor Code, California's Business and Professions Code §
11 17200 *et seq.*, and the applicable California Industrial Welfare Commission Wage Order; (3) any
12 non-statutory tort or contractual claim, including all claims for breach of oral, implied or written
13 contract, breach of implied covenant of good faith and fair dealing, negligent or intentional
14 infliction of emotional distress, and conversion; (4) all claims for wrongful termination of
15 employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys'
16 fees and costs. ("Plaintiffs' Release"). Plaintiff's Release does not extend to any claims or actions
17 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
18 benefits, social security benefits, or workers' compensation benefits that arose at any time.
19 Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the
20 facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiff's
21 Release shall be and remain effective in all respects, notwithstanding such different or additional
22 facts or their discovery of them.

23 This specifically includes Plaintiffs' waiver of rights under California Civil Code
24 Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
25 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Released Party.

3.4. Tax Liability. The Parties understand and agree that the Parties are not providing tax or legal advice. Defendant is responsible for any Employer Taxes. These payments shall not be made from the Gross Settlement Amount or the Net Settlement Amount. Participating Class Members will remain responsible for any Employee Taxes. Participating Class Members will assume any employee tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they have questions. However, Individual Settlement Payments will be allocated as follows: forty percent (40%) as wages (a W-2 will be issued) and sixty percent (60%) as interest and penalties (a 1099 will be issued). Any required payroll deductions by the Settlement Administrator will be based on this apportionment.

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

3.6. Settlement Approval and Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement, certifying the Settlement Class, notifying Settlement Class Members of the Settlement,

obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments.

3.7. Preliminary Approval and Certification. As soon as practicable after execution of this Settlement, but no later than ten (10) days, the Parties will jointly submit this Settlement to the Court for its preliminary approval. Such submission will include this Settlement, the proposed Notice, the proposed Preliminary Approval Order, and any memoranda and evidence as may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable. The Parties agree to request the Court to enter an order conditionally certifying the Settlement Class after the preliminary approval hearing, in accordance with California Rules of Court, Rule 3.769(c).

3.8. Class Information. No more than Fourteen (14) calendar days after the entry of the Preliminary Approval Order, Defendant shall provide the Claims Administrator with the Class Information for purposes of mailing Notice to Settlement Class Members.

3.9. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Information, the Claims Administrator will perform a search on the National Change of Address database to update the Settlement Class Members' addresses. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Efforts to locate an updated address for Settlement Class Members with returned notices will continue throughout the sixty (60) day response period. No more than twenty-one (21) calendar days after receiving the Class Information from Defendant, as provided herein, the Claims Administrator shall mail copies of the Notice to all Settlement Class Members by regular First-Class U.S. Mail. To the extent Defendant is in possession of a Settlement Class Member's email and has provided it to the Claims Administrator as part of the Class Information, the Claims Administrator will both mail and email copies of the Notice to the Settlement Class Member.

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

1 3.11. Skip Tracing and Supplemental Notices. For each Settlement Class Member whose
2 Notice is returned, there will be one (1) skip trace by the Claims Administrator. If an updated
3 mailing address is identified, the Claims Administrator shall resend the Notice to the Settlement
4 Class Member. One (1) supplemental Notice shall be mailed to each Settlement Class Member
5 whose original Notice is returned as undeliverable to the Claims Administrator. Such re-mailing
6 shall be made within five (5) business days of the Claims Administrator receiving notice that the
7 respective Notice was undeliverable. Settlement Class Members whose Notices are remailed shall
8 have fourteen (14) days from the remailing of the Notice in which to respond, or until the
9 expiration of the sixty (60)-day Response Deadline, whichever comes later. Any requests by the
10 Claims Administrator for documents or information from Defendant must be responded to within a
11 reasonable amount of time by counsel for Defendant. It is the intent of the Parties that reasonable
12 means be used to locate the Settlement Class Members and apprise them of their rights.

13 3.12. Settlement Class Members to whom Notices are resent after having been returned
14 undeliverable to the Claims Administrator shall have fourteen (14) calendar days thereafter, or until
15 the Response Deadline has expired, whichever is later, to mail the Request for Exclusion or a
16 Notice of Objection. Notices that are resent shall inform the recipient of this adjusted deadline.
17 The date of the postmark on the return envelope shall be the exclusive means used to determine
18 whether a Settlement Class Member has returned his or her Request for Exclusion on or before the
19 adjusted deadline.

20 3.13. Compliance with the procedures specified in Paragraphs 3.8 through 3.11 of this
21 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
22 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
23 done by, the Parties, Class Counsel, and Defense Counsel to provide notice of the proposed
24 Settlement.

25 3.14. Disputes. Settlement Class Members will have the opportunity during the sixty (60)
26 day response period, should they disagree with Defendant's records regarding their days worked
27 during the Class Period, to provide documentation and/or an explanation to show contrary days
28 worked. All documentation/information shall be provided to the Claims Administrator via mail

1 and/or email. If there is a dispute, the Claims Administrator will consult with the Parties to
2 determine whether an adjustment is warranted. The Claims Administrator shall determine the
3 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
4 Settlement. The Claims Administrator shall provide Settlement Class Members who submit a
5 dispute a final determination regarding the dispute. The Claims Administrator's determination of
6 the eligibility for and amount of any Individual Settlement Payment shall be binding upon the
7 Settlement Class Member and the Parties.

8 3.15. Exclusions (Opt-Outs). The Notice shall state that Settlement Class Members who
9 wish to exclude themselves from the Settlement must submit a Request for Exclusion either by
10 mail or email by the Response Deadline. The Request for Exclusion: (1) must contain the name,
11 address, and the last four (4) digits of the Social Security number of the Settlement Class Member
12 requesting exclusion; (2) must state the reason for the exclusion; (3) must be signed by the
13 Settlement Class Member or his or her legal representative; and (4) in the case of mail, must be
14 postmarked by the Response Deadline and returned to the Claims Administrator at the specified
15 address. If the Request does not meet these requirements, it will not be deemed valid for exclusion
16 from this Settlement. For mailed Requests for Exclusion, the date of the postmark on the return-
17 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion
18 has been timely submitted. Any Settlement Class Member who requests to be excluded from the
19 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by
20 the terms of the Settlement. Pursuant to Paragraphs 3.8 through 3.12, Settlement Class Members
21 who receive the Notice, but do not submit a valid and timely Request for Exclusion on or before
22 the Response Deadline, shall be bound by all terms of the Settlement and any Final Judgment
23 entered in this Action if the Settlement is approved by the Court. Settlement Class Members who
24 submit a valid Request for Exclusion may not also submit a Notice of Objection to the non-PAGA
25 portion of the Settlement. Even if a Class Member requests to be excluded from the Class
26 Settlement, he or she may still receive a PAGA Allocation payment if the Class Member worked
27 during the PAGA period. Any Class Member who worked during the PAGA Period shall be
28 deemed to have released all claims under PAGA based on Plaintiff's notice to the LWDA and as

1 alleged in the operative complaint. If the number of valid Exclusions exceeds 10% of all Class
2 Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. If
3 Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever,
4 and neither Party shall have any further obligation to perform under this Agreement; provided,
5 however, Defendants will remain responsible for paying all Settlement Administration Expenses
6 incurred to that point. To elect to withdraw, Defendants must notify Class Counsel and the Court
7 of their election to withdraw not later than 7 days after the Response Deadline.

8 3.16. Objections. The Notice shall state that Settlement Class Members who wish to
9 object to the Settlement must not submit a Request for Exclusion and must submit a written
10 statement of objection (“Notice of Objection”) via mail or email by the Response Deadline to the
11 Claims Administrator. The Notice of Objection must be signed by the Settlement Class Member or
12 his or her legal representative and state: (1) the full name of the Settlement Class Member; (2) the
13 dates of employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement
14 Class Member’s Social Security number and/or the Employee ID number; (4) the basis for the
15 objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval
16 Hearing. Pursuant to Paragraphs 3.8 through 3.12, in the case of mail, the Notice of Objection must
17 be postmarked by the Response Deadline and returned to the Claims Administrator at the specified
18 address. Within five (5) days of receiving a notice of objection from a Settlement Class Member,
19 the Claims Administrator shall forward the notice of objection to Class Counsel and Defense
20 Counsel. The Parties, through a declaration from the Claims Administrator, will lodge any Notice
21 of Objection submitted by a Settlement Class Member with the Court at least twenty-one (21) days
22 before the Final Approval Hearing. Settlement Class Members, regardless of whether or not they
23 submit a timely Notice of Objection, will have a right to appear at the Final Approval Hearing,
24 with or without an attorney, in order to have their objections heard by the Court.

25 3.17. Plaintiffs’ Participation. By executing this Settlement, Plaintiffs hereby stipulate
26 they will not object to or exclude themselves from the Settlement in anyway.

27 3.18. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in
28 which Defendant is required to pay the Gross Settlement Amount. No portion of the Gross

Settlement Amount will revert to Defendant. Defendant is separately responsible for the Employer Taxes referenced in Section 1.15 of this Agreement. By no later than Thirty (30) days after the Effective Date, Defendant shall pay the Gross Settlement Amount of Six Hundred Seventy Five Thousand Dollars and Zero Cents (\$675,000.00), by depositing that amount in a Qualified Settlement Fund ("QSF") as instructed by and maintained by the Claims Administrator. If Defendant fails to fund the QSF as set forth above, then the Settlement becomes null and void.

3.19. No more than seven (7) days after the Gross Settlement Amount is fully funded, the Claims Administrator will provide the Parties with an accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount payments for (1) Class Representative Enhancement Awards, as specified in this Settlement and approved by the Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Claims Administration Costs, as specified in this Settlement and approved by the Court; and (5) the PAGA Allocation, as specified in this Settlement and approved by the Court. The Net Settlement Amount shall be distributed in Individual Settlement Payments in accordance with Paragraph 3.21.

3.20. Individual Settlement Payments. Each Participating Class Member shall be eligible 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 3.21 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 eighty (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: forty percent (40%) as wages; and sixty percent (60%) 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.”

3.21. Individual Settlement Payment Formula. 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 fourteen (14) 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.

3.22. PAGA Allocation & Related Release. Of the Gross Settlement Amount that is ultimately approved, Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) will be the PAGA Allocation to resolve the PAGA Claims of the Settlement Class. Of this amount, 75% (*i.e.* \$26,250.00) will be paid as the LWDA PAGA Allocation and 25% (*i.e.* \$8,750.00) will be distributed on a pro rata per workweek basis to the PAGA Members who worked at any time from August 4, 2022 to April 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.

3.23. 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.

3.24. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.25. Uncashed Checks. If a check for an Individual Settlement Payment is returned to the Claims Administrator as undeliverable, the Claims Administrator shall attempt to obtain a valid mailing address by performing a skip trace search, and re-mail the settlement check within five (5) days to the newly identified address. 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. The Claims Administrator shall also compile a list of the Participating Class Members for whom their funds were deposited with the California State Controller's Office's Unclaimed Property Division. In such event, the Participating Class Member shall nevertheless remain bound by the Settlement. The Parties agree that good cause exists for the Court to approve this distribution because the unclaimed funds are unclaimed wages of employees that will be held by the State of California for the benefit of these employees, who may request receipt of payment from the California State Controller's Office's Unclaimed Property Division.

3.26. Class Representative Enhancement Awards. Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Awards,

not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) for each Plaintiff (*i.e.* \$5,000.00 to each of Greeley and Hernandez), as consideration for Plaintiffs' time and effort in bringing and prosecuting this matter. The Class Representative Enhancement Award shall be paid to Plaintiffs from the Gross Settlement Amount no later than fourteen (14) calendar days after the Gross Settlement Amount is fully funded. The Claims Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative Enhancement Award. Plaintiffs shall be solely and legally responsible for payment of all applicable taxes on their Class Representative Enhancement Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Award. The Class Representative Enhancement Award shall be in addition to Plaintiffs' Individual Settlement Payment as a Participating Class Member. In the event that the Court awards lesser amounts than the Class Representative Enhancement Awards requested, then any portion of the requested amounts not awarded to Plaintiffs shall be added to the Net Settlement Amount.

3.27. Class Counsel Award and Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for a Class Counsel Award not to exceed Two Hundred Twenty Five Thousand Dollars and Zero Cents (\$225,000.00) and Class Counsel Costs not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount. The Class Counsel Award and Class Counsel Costs shall be paid no later than fourteen (14) calendar days after the Gross Settlement Amount is fully funded. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. Any amount requested by Class Counsel for the Class Counsel Award and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement Amount.

3.28. Claims Administration Costs. The Claims Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of administration are not to exceed Six Thousand Dollars Seven Hundred Dollars and Zero Cents (\$6,700.00), unless the court approves a higher amount. The Claims Administrator, on

Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth in this Settlement, to Participating Class Members, calculated in accordance with the methodology set out in this Settlement and orders of the Court. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest. The Claims Administrator shall be responsible for: processing and mailing all court-approved payments to the Plaintiffs, Class Counsel, Participating Class Members, and the LWDA; printing and mailing the Notices to the Settlement Class Members as called for in this Settlement and ordered by the Court; receiving and reporting Notice of Objections and Requests for Exclusion submitted by Settlement Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement shall be prepared by the Claims Administrator. Any expenses incurred in connection with such preparation shall be Claims Administration Costs. The Claims Administrator shall be paid the Claims Administration Costs no later than fourteen (14) calendar days after the Gross Settlement Amount is fully funded.

3.29. Final Approval Hearing. At a reasonable time following the Response Deadline, the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA Allocation; and (v) the Claims Administration Costs.

3.30. Entry of Final Judgment. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross

Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment.

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

3.32. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed, except that any costs and fees already incurred by the Claims Administrator shall be paid by Defendant. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Claims Administrator prior to it being notified of the filing of an appeal from the Court's Final

Judgment, or any other appellate review, shall be paid to the Claims Administrator by Defendant within thirty (30) days of said notification.

3.33. Exhibits and Headings. Any Exhibits to this Settlement are an integral part of the Settlement and shall be interpreted consistent with the terms of this Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only and do not constitute a part of this Settlement.

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

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

3.36. Entire Settlement. This Settlement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement or its exhibits, other than the representations, warranties and covenants contained and memorialized in the Settlement and its exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

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

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

3.39. No Prior Assignments. The Parties and their counsel represent, covenant, and

warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

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

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

3.42. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all orders and judgments entered in connection therewith.

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

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

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

3.46. Publicity. Plaintiffs and Class Counsel agree not to publicize the Settlement, in any manner or form, directly or indirectly, to any person or entity, except Settlement Class Members

1 and as shall be contractually required to effectuate the terms of the Settlement as set forth herein.
2 For the avoidance of doubt, this section means Plaintiffs and Class Counsel will not issue press
3 releases, communicate with, or respond to any media or publication entities, publish information in
4 manner or form, whether printed or electronic, on any medium or otherwise communicate, whether
5 by print, video, recording or any other medium, with any person or entity concerning the
6 Settlement, including the fact of the Settlement, its terms or contents and the negotiations
7 underlying the settlement, except as shall be required to effectuate the terms of the Settlement as
8 set forth herein until the motion for preliminary approval is filed. However, for the limited purpose
9 of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may
10 disclose the name of the Parties in this action and the venue/case number of this action.

11 3.47. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
12 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
13 against one party than another merely by virtue of the fact that it may have been prepared by
14 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
15 between the Parties, all Parties have contributed to the preparation of this Settlement.

16 3.48. Representation by Counsel. The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
18 and that this Settlement has been executed with the consent and advice of counsel, and reviewed in
19 full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
20 Settlement Agreement.

21 3.49. All Terms Subject to Final Court Approval. All amounts and procedures described
22 in this Stipulation are subject to final Court approval.

23 3.50. Notices. Unless otherwise specifically provided, all notices, demands or other
24 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
25 the third business day after mailing; and (3) sent via United States registered or certified mail,
26 return receipt requested, addressed as follows:

To Plaintiffs:

Edward J. Wynne, Esq.
George R. Nemiroff, Esq.
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, Esq.
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Ste. 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
Facsimile: (561) 447-8831

To Defendant:

Thomas N. McCornick, Esq.
VORYS, SATER, SEYMOUR AND PEASE,
LLP
4675 Macarthur Ct.
Ste 700
Newport Beach, CA 92660-1842
Telephone: (949) 526-7903
Facsimile: (949) 526-7903

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

3.52. Execution by Plaintiffs and Defendant. Plaintiffs and Defendant, by signing this Settlement, are bound by the terms herein.

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

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

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SIGNATURE PAGES FOLLOW

1 DATED: Jan 6th, 2025

CLASS REPRESENTATIVE

2
3 By: 
4 REBECCA GREELEY

5 Plaintiff and Class Representative

6
7 DATED: 01/06, 2025

CLASS REPRESENTATIVE

8
9 By: 
10 MARK HERNANDEZ

11 Plaintiff and Class Representative

12
13 DATED: January 6, 2025

WYNNE LAW FIRM

14
15 By: 
16 EDWARD J. WYNNE
17 GEORGE R. NEMIROFF

18 Attorneys for Plaintiffs
19 REBECCA GREELEY and MARK
20 HERNANDEZ
21
22
23
24
25
26
27
28

1 DATED: January 7, 2025

SHAVITZ LAW GROUP, P.A.



4 By: _____
5 CAMAR JONES

6 Attorneys for Plaintiffs
7 REBECCA GREELEY and MARK
8 HERNANDEZ

9 DATED: _____, 2025

DEFENDANT

11 By: _____
12 JON R. ALSTERLIND, CHIEF
13 FINANCIAL OFFICER

14 For Defendant BLUE BOTTLE COFFEE, LLC

16 DATED: _____, 2025

VORYS, SATER, SEYMOUR AND PEASE,
LLP

19 By: _____
20 THOMAS N. MCCORMICK

21 ATTORNEYS FOR DEFENDANT, BLUE
22 BOTTLE COFFEE, LLC

1 DATED: _____, 2024

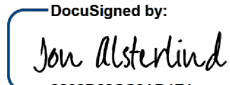
SHAVITZ LAW GROUP, P.A.

2
3
4 By: _____
5 CAMAR JONES

6 Attorneys for Plaintiffs
7 REBECCA GREELEY and MARK
8 HERNANDEZ

9 DATED: Jan 6, 2025
10 _____, 2024

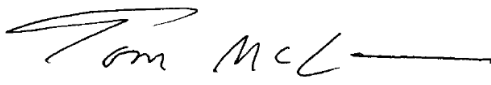
DEFENDANT

11 By: 
12 3208D68CC9AD4F4
13 JON R. ALSTERLIND, CHIEF
14 FINANCIAL OFFICER

15 For Defendant BLUE BOTTLE COFFEE, LLC

16 DATED: January 6. 2025, 2024

VORYS, SATER, SEYMOUR AND PEASE,
LLP

18
19 By: 
20 THOMAS N. MCCORMICK

21 ATTORNEYS FOR DEFENDANT, BLUE
22 BOTTLE COFFEE, LLC
23
24
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NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Greeley, et al. v. Blue Bottle Coffee, LLC, et al.
Superior Court of the State of California for the County of San Francisco
Case No. CGC-23-610084

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WERE A SALARIED, EXEMPT-CLASSIFIED CAFÉ LEADER EMPLOYED BY BLUE BOTTLE COFFEE, LLC (“DEFENDANT” OR “BLUE BOTTLE”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN OCTOBER 30, 2019 AND APRIL 1, 2024, THIS PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A “class action” is a lawsuit filed by one or more class representatives that allege legal claims on behalf of themselves and a larger group of similarly situated employees of a defendant. A “representative action” is similar to a class action in that one or more representatives allege legal claims on behalf of themselves and a larger group but it differs in that one is not required to meet class action certification requirements and the action is typically authorized by a statute.

A proposed settlement (the “Settlement”) has been reached in a class and representative action lawsuit captioned *Greeley, et al. v. Blue Bottle Coffee, LLC, et al.*, San Francisco County Superior Court Case No. CGC-23-610084 (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (the “Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated Individual Settlement Award is <<Estimated Total Individual Settlement Award Amount>>. This includes your payment from the Net Class Settlement in the estimated amount of <<Estimated Individual Settlement Payment>> and, because you **[ARE/ARE NOT]** a PAGA Member, payment from the Net PAGA Settlement in the estimated amount of <<Estimated Individual PAGA Settlement Payment>>.

A hearing concerning final approval of the proposed Settlement will be held before Hon. Ethan P. Schulman on<<**FA DATE**>>, at <<**FA TIME**>>, in **Department 304** of the San Francisco County Superior Court, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102, to determine whether the Settlement is fair, adequate, and reasonable. As a Settlement Class Member, you are eligible to receive an Individual Settlement Award under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive Settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Blue Bottle for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF/OPT OUT FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF/OPT OUT: <<RESPONSE DEADLINE>>	You have the option to pursue a separate legal action against Blue Bottle about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written request, via mail or email, to be excluded (“Opt-Out Request”). As a result, you will not receive any benefits under the Settlement (other than based on the PAGA claim). Opt-Out Requests must be submitted by << RESPONSE DEADLINE >>.

**OBJECT TO THE SETTLEMENT.
DEADLINE TO SUBMIT
WRITTEN OBJECTIONS:
<<RESPONSE DEADLINE>>**

To object to the Settlement, you may mail or email a written explanation of why you don't like the Settlement to the Settlement Administrator, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do **not** exclude yourself from the Settlement. Do **not** submit an Opt-Out Request if you wish to object. **Written** objections must be submitted by <<RESPONSE DEADLINE>>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All persons employed by Blue Bottle as salaried, exempt-classified Café Leaders who worked in California between October 30, 2019 and April 1, 2024 (the "Class Members"). The "Class Period" is October 30, 2019 through April 1, 2024. **According to Blue Bottle's records, you are a Class Member.**

In addition, all persons employed by Blue Bottle as salaried, exempt-classified Café Leaders in California from August 4, 2022 through April 1, 2024 are aggrieved employees with respect to PAGA ("PAGA Members"). The "PAGA Period" is August 4, 2022 through April 1, 2024. PAGA Members will automatically receive their *pro rata* share of the \$8,750 allocated from the PAGA Allocation to PAGA Members, cannot opt-out of the release of PAGA claims, and will be bound by the release of the PAGA claims even if they opt-out of the Settlement. **According to Blue Bottle's records you [ARE/ARE NOT] a PAGA Member.**

What is this case about?

In the Action, Plaintiffs Rebecca Greeley and Mark Hernandez ("Plaintiffs") allege on behalf of themselves and the Class that Blue Bottle misclassified them as salaried, exempt employees. Plaintiffs allege that, due to this misclassification, Blue Bottle (1) failed to pay overtime wages; (2) failed to pay minimum wage; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate, timely, and itemized wage statements; (6) failed to timely pay wages upon termination; (7) violated California's Unfair Competition Law, California Business and Professions Code section 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under PAGA, California Labor Code section 2699, *et seq.* Plaintiffs seek unpaid wages; liquidated damages; injunctive relief; declaratory relief; statutory penalties; civil penalties under PAGA; restitution; interest; attorneys' fees; and costs.

Blue Bottle denies all liability and is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. It is Blue Bottle's position that its conduct is, and has been, lawful and Plaintiffs' claims do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

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What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$675,000 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Awards to Settlement Class Members; (b) the Court-approved Class Representative Enhancement Awards to Plaintiffs (\$5,000 per Plaintiff to be requested); (c) the Court-approved attorneys’ fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$225,000 in fees and up to \$15,000 in costs to be requested); (e) \$35,000 in civil penalties pursuant to the PAGA (the “PAGA Allocation”); and (f) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (not to exceed \$6,700).

Individual Settlement Awards. Class Members who fail to timely and properly request to be excluded/opt out from the Settlement (the “Settlement Class Members”) will receive a share of the Net Class Settlement Amount. Class Members who are also PAGA Members will receive a share of the \$8,750 from the PAGA Allocation to PAGA Members (the “Net PAGA Settlement Amount”), regardless of whether they request exclusion from/opt out of the Settlement. The total payment to a Class Member is their “Individual Settlement Award.”

The “Net Class Settlement Amount” will be calculated by deducting all Class Counsel’s Fees and Expenses, the Enhancement Awards to Plaintiffs, the PAGA Allocation, and Administrative Expenses from the Maximum Settlement Amount. The Individual Settlement Awards will be comprised of the payments from the Net Class Settlement Amount to each eligible Settlement Class Member and the Net PAGA Settlement Amount to each eligible PAGA Member.

The Net Class Settlement Amount shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of workweeks worked by each Settlement Class Member *as a Café Leader* during the Class Period. The portion of the Net Class Settlement Amount paid to a Settlement Class Member = Net Class Settlement Amount × [the number of workweeks worked by a Settlement Class Member ÷ the number of workweeks worked by all Settlement Class Members].

The Net PAGA Settlement Amount shall be divided among all PAGA Members on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Member *as a Café Leader* during the PAGA Period. The portion of the Net PAGA Settlement Amount paid to a PAGA Member = \$8,750 × [the pay periods worked by a PAGA Member (during the PAGA Period) ÷ the pay periods worked by all PAGA Members (during the PAGA Period)].

Your estimated Individual Settlement Award is <<**Estimated Individual Settlement Amount**>>, and the number of workweeks you worked during the Class Period based on your hire and/or termination dates is <<**Number of Workweeks**>>. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing;

(ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Award set forth in this Notice; (iv) state the number of workweeks you believe you have worked during the Class Period *as a Café Leader*; and (v) be emailed to the Settlement Administrator, or if mailed, with a postmark date on or before <<**RESPONSE DEADLINE**>> (the “Response Deadline”) at:

[Insert Email]

You must produce documentary evidence supporting your contention. Blue Bottle’s records will be presumed correct unless you prove otherwise by credible evidence. If you dispute the accuracy of Defendant’s records used to calculate workweeks, the dispute will be resolved and decided by the Settlement Administrator. The Settlement Administrator will inform you of its determination regarding the dispute. The Settlement Administrator’s decision on all workweek disputes is final and non-appealable. **REMINDER:** If you believe your estimated Individual Settlement Award is incorrect because your number of workweeks *as a Café Leader* (the number of weeks you worked within the Class Period) is wrong, your deadline to dispute this is <<**RESPONSE DEADLINE**>>.

For tax reporting purposes, the Individual Settlement Awards to Settlement Class Members will be allocated 40%

as alleged unpaid wages, 60% as alleged penalties and interest. The Net PAGA Settlement Amount will be allocated 100% as penalties. The wage portion of the Individual Settlement Awards shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Awards. The portion of the Individual Settlement Awards allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Blue Bottle.

All checks for Individual Settlement Awards paid to Settlement Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and shall thereafter automatically be void if not claimed or negotiated by a Settlement Class Member within that time. Any Individual Settlement Award that is not claimed or negotiated by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. In such event, the Settlement Class Members and PAGA Members shall nevertheless remain bound by the Settlement.

Defendant will pay to the Settlement Administrator the Maximum Settlement Amount within thirty (30) calendar days following the Effective Date. The "Effective Date" is thirty-one (31) days after: (1) the Court has entered a Final Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement; or (2) in the event there are objections filed prior to the Final Approval hearing, thirty-one (31) days after the date that the Final Judgment is fully and finally approved with no further ability to seek review and/or further appeal the Final Judgment. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's Order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

Payments to Settlement Class Members and PAGA Members will issue only AFTER the payment by Blue Bottle of the Maximum Settlement Amount to the Settlement Administrator. **PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.**

None of the Parties or their counsel make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel's Fees and Expenses, the Class Representative Enhancement Awards, Administrative Expenses, the PAGA Penalty Payment. Class Counsel will ask the Court to award attorneys' fees up to \$225,000 (one-third) of the Maximum Settlement Amount and reimbursement of reasonable costs and expenses incurred in the Action not to exceed \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Enhancement Award made to each Plaintiff, for their efforts in bringing the Action on behalf of the Class. The Class Representative Enhancement Awards will not exceed \$5,000 per Class Representative. The Parties estimate the cost of administering the Settlement will not exceed \$6,700. The California Labor and Workforce Development Agency ("LWDA") will receive \$26,250 in PAGA penalties, which represents approximately 75% of the \$35,000 PAGA Allocation.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class, and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The "Released Parties" are Blue Bottle and any of its current, future, or former owners, affiliates, members, parent companies, shareholders, retailers, distributors, partners, suppliers, co-manufacturers, contractors, subcontractors, predecessors, assignees, subsidiaries, franchisors, and/or any person or entity acting by its authority or on its behalf, including but not limited to agents, managers, employees, heirs, executors, administrators, assigns, successors in interest, officers, directors, attorneys, insurers and indemnitors; and any defendants, their past, present, or future affiliates, related entities, holding companies, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, attorneys, insurers, and legal representatives, and representatives of Blue Bottle Coffee, LLC and Blue Bottle Coffee, Inc.

(b) **Date Release Becomes Effective.** The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of Final Approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases the Released Parties from the following claims for the entire Class Period:

1) all claims under state, federal, and local law resulting from or based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*; California Industrial Welfare Commission Wage Orders; California Code of Regulations, title 8, section 11040, *et seq.*; California Code of Civil Procedure section 1021.5; California Business and Professions Code section 17200, *et seq.*; and including all claims for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including civil penalties and waiting time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") from October 30, 2019 through April 1, 2024 ("Class Release Period"). The Released Class Claims and the Class Release Period cover and release all claims of Plaintiffs and all Class Members, regardless of whether Class Members negotiate their settlement award checks pursuant to this Settlement; and

2) the claims to be released by the PAGA Members include all claims arising during the PAGA Period, and as a private attorney general acting on behalf of himself or herself and the PAGA Members, resulting from or based on the facts and allegations asserted in the Action and/or the LWDA letter, including California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*, as alleged in the Complaint, and California Industrial Welfare Commission Wage Orders (collectively "Released PAGA Claims"). This release shall release all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from August 4, 2022 through April 1, 2024 ("PAGA Release Period") and for the entire PAGA Release Period regardless of whether Plaintiffs and/or a PAGA Member negotiate their Settlement award checks sent pursuant to this Settlement and regardless of whether any such PAGA Member opts out and excludes himself or herself from the class action portion of the Settlement.

No Class Member employed during the PAGA Release Period can request exclusion from the settlement of the PAGA Claims. If you are a Class Member, and this Settlement is approved, you will release the PAGA Claims even if you timely and properly file an Opt-Out Request. The PAGA Members are bound by the release of the PAGA Claims regardless of whether they cash their PAGA settlement award check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Award; or (B) exclude yourself from/opt out of the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Award, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for,

or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can object to various aspects of the Settlement including but not limited to settlement approval, attorney's fees, costs and enhancement awards. . You can't object to the release of the PAGA Claims or object to the PAGA Settlement Amount. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no additional settlement award payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection.

Written objections should be sent to the Settlement Administrator via email at ----- or via mail at -----
----- . If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; (4) the case and number (*Greeley, et al. v. Blue Bottle Coffee, LLC, et al.*, San Francisco County Superior Court Case No. CGC-23-610084); and (5) and in the case of mail, be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the email address or physical address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing.

Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, or opt out of, the Settlement, you would be deemed to have waived your objection. If you want to attend the final approval hearing remotely, you should contact Class Counsel for the Court's remote appearance information.

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a judgment entered following an order finally approving this Settlement, as is required pursuant to the California Supreme Court decision of *Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Members Still Will Receive Their Share of the Net PAGA Settlement Amount).

You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must submit a written request to be excluded from the Class Settlement to the Settlement Administrator at via email at ----- or via mail at ----- . In order to be valid, your written request to be excluded from the Class Settlement must be signed and include your full name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the Settlement), along with a statement like the following:

"I hereby request to be excluded from the Class Action Settlement in *Greeley, et al. v. Blue Bottle Coffee, LLC, et al.*, San Francisco County Superior Court Case No. CGC-23-610084."

Your written request to be excluded from the Class Settlement must then be signed and, in the case of mail, postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written request to be excluded from the Class Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Class Settlement by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money,** resulting from the Action and Settlement, except for any payment you may receive from the Net PAGA Settlement Amount portion of this Settlement. Settlement Class Members who exclude themselves from the Class Settlement will not only receive an individual PAGA award, if eligible, but they will also be bound by the PAGA release of claims regardless of whether they cash their individual PAGA award.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's Fees and Expenses, the Class Representative Enhancement Payments, the Administrative Expenses, and the PAGA Allocation on <<**FINAL APPROVAL HEARING DATE & TIME**>>, in Department 304 of the San Francisco County Superior Court, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. If you want to attend the final approval hearing remotely, you should contact Class Counsel for the Court's remote appearance information.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement and Release. The Joint Stipulation of Class Action Settlement and Release and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the San Francisco County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

You may also view documents filed in this case, including the complete Settlement, on the Court's website at: <https://sf.courts.ca.gov/online-services/case-information>. Class Counsel can provide you with copies of the settlement documents at no charge.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.