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Attorneys for Plaintiff JOHN PRICE,
individually and on behalf of others
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JOHN PRICE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

FORT POINT BEER COMPANY; and DOES
1 through 25, inclusive,

Defendants.

Case No.: CGC-23-610592
[Consolidated with Case No. CGC-24-611779]

Honorable Jeffrey S. Ross
Department 613

**SUPPLEMENTAL DECLARATION OF
ALEXANDRA ROSE IN SUPPORT OF
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: January 21, 2026
Time: 2:30 p.m.
Dept.: 613

Complaint Filed: November 21, 2023
Trial Date: Not Set

I, Alexandra Rose, declare and state as follows:

2. On December 5, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff and Fort Point Beer Company (“Defendant”) (together, with Plaintiff, the “Parties”).

SUPPLEMENTAL DAMAGES ANALYSIS

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1 5. Class Counsel analyzed all available data and estimated Defendant's maximum
2 potential exposure to be approximately \$2,091,305, assuming the litigation was successful at trial on
3 all claims at issue and every employee had a violation for each claim on every shift worked. This
4 estimate is based off an estimated maximum liability for all claims at issue and the total aggregate
5 workweeks during the relevant time period, less interest, and based on the analysis of the data which
6 was extrapolated out for all putative class members across the entire putative class period, which
7 included: \$335,441 for meal period violations; \$885,881 for rest period violations at a 100% violation
8 rate; \$215,779 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$39,910
9 for unpaid overtime wages at the required regular rate of pay; \$76,560 for unreimbursed business
10 expenses; \$409,334 for waiting time penalties; and \$128,400 for wage statement penalties. Plaintiff
11 further estimated that Defendant faced an additional exposure of \$171,800 in potential, non-stacked
12 (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties.
13 Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$2,263,105 in
14 damages.

15 6. However, the potential value of each claim assumed an exposure based on the case first
16 having been certified as to each and every claim, and then upon Plaintiff having successfully proven
17 all elements of the claims and establishing a basis for monetary recovery of a 100% violation rate for
18 every employee, on every shift worked, throughout the putative class period. This 100% violation rate
19 is the basis for the maximum potential exposure presented in Plaintiff's Motion for Preliminary
20 Approval. However, the maximum potential exposure does not take into account any of the risks that
21 also come with obtaining and maintaining certification, demonstrating manageability, and establishing
22 liability for each and every underlying California Labor Code violation in order to tabulate the actual
23 damages. The maximum potential exposure also does not take into consideration the risk of the Court
24 finding that individualized issues predominate, and concluding that the action is not suitable for class
25 treatment and representative adjudication. While Class Counsel disagreed with Defendant's
26 arguments and factual contentions, Class Counsel recognized the circumstances and realities of the
27 case, applicable case law and regulations, the costs and expenses of further litigation and certification,
28 and risks to recovery, and applied appropriate discounts for them.

1 a. *Meal Periods*

2 i. Plaintiff's theory of liability for meal period violations was based on allegations
3 that Defendant had failed to implement its policies and that its practices failed to allow Class Members
4 to take meal breaks in the manner required under California law. Defendant contended that its policies
5 and practices at all times during the Class Period were lawful. Plaintiff's analysis of the time records
6 revealed a 41.8% violation rate for purported unique meal period violations. Defendant further argued
7 that the rate of purported meal period violations reflected in the data would require individualized
8 inquiry and that such inquiry would prohibit a class from being certified. We also had to consider the
9 risk that the Court would find validity in the individualized proof defense to certification of Plaintiff's
10 meal period claim, and if so, the claim would likely not have been certified to proceed on a class-wide
11 basis.

12 ii. Accordingly, Class Counsel considered the risks of further litigating the case,
13 including the significant additional costs that will be incurred by both sides if the case did not settle
14 as litigating a class action through class certification, trial, and/or appeals is very expensive.
15 Moreover, litigating meal periods claims is inherently difficult as an employer's records, as the case
16 here, do not usually indicate when a meal period is interrupted. While Class Counsel disagreed with
17 Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and
18 realities of the case, applicable case law and regulations, costs and expenses of further litigation and
19 certification, and risks of records, and applied appropriate discounts for them. Accordingly, Class
20 Counsel determined that a discount of 60% was appropriate to apply to the maximum potential value
21 of this claim in order to account for the risks associated with obtaining class certification, proving the
22 underlying violations, as well as the cost and delay in recovering the alleged potential damages. This
23 process brought the value of this claim closer to \$134,176, after which a discount of 60% was applied
24 to account for the risks associated with succeeding on the merits and establishing liability, bringing
25 the value of this claim closer to \$53,670.

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1 b. *Rest Periods*

2 i. Plaintiff's theory of liability for rest period violations was based on allegations
3 that Defendant's practices failed to allow Class Members to take rest breaks in the manner required
4 under California law. Plaintiff's damages analysis on this claim was based on an alleged 100%
5 violation rate for every employee, on every shift throughout the entire putative class period. As with
6 the meal period allegations, Defendant contended that it had a lawful written rest period policy,
7 provided compliant rest breaks, and relieved Class Members of all duties as required under California
8 law. Defendant further argued that the reasons why a Class Member failed to receive a compliant rest
9 period raised individual issues that could not be certified. Additionally, this claim was even more
10 uncertain given the difficulties associated with proving the alleged rest period violations, as Defendant
11 was not required to record these breaks. Given the lack of records demonstrating rest period violations,
12 there were legitimate concerns Plaintiff would not be able to certify these claims or prove substantial
13 damages with requisite certainty, which made the estimated value of this claim subject to much
14 challenge.

15 ii. Accordingly, Class Counsel considered the risks of further litigating the case,
16 including the significant additional costs that will be incurred by both sides if the case did not settle,
17 as litigating a class action through class certification, trial, and/or appeals is very expensive.
18 Moreover, litigating rest period claims is inherently difficult as an employer's records, as is the case
19 here, do not usually indicate when a rest period is short, late, interrupted, or missed entirely. While
20 Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel
21 recognized the circumstances and realities of the case, applicable case law and regulations, the costs
22 and expenses associated with further litigation and certification, and risks to recovery, and applied
23 appropriate discounts for them. Accordingly, Class Counsel determined that a discount of 60% was
24 appropriate to apply to account for the risks associated with obtaining class certification, thereafter
25 proving the underlying violations, and the cost and delay in recovering the alleged potential damages,
26 brought the value of this claim closer to \$354,352. Thereafter, a discount of 60% was applied to
27 account for the risks associated with succeeding on the merits and establishing liability, bringing the
28 value of this claim closer to \$141,741.

1 c. *Off-the-Clock Work*

2 i. Plaintiff also faced challenges certifying and proving liability for his minimum
3 wage and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock
4 work performed by the Class Members both before and after their shifts and during purported meal
5 periods. For example, it was reported that Class Members were required to set up tables and open the
6 restaurant prior to clocking in and stay late for guests and clean up after guests after clocking out.
7 However, the individualized nature of why this work was performed and the individualized nature of
8 damages presented substantial concerns regarding the manageability of the case and the risk the Court
9 could find these issues prevented certification, and the estimated damages for this claim were based
10 on an assumption that all Class Members worked off the clock for at least one hour per week. In
11 addition, investigations showed that Plaintiff and the Class Members were paid overtime, which was
12 evidenced by records obtained from Defendant.

13 ii. The estimated exposure for this claim was based on a class having been certified
14 and Plaintiff having proven all elements of the overtime and minimum wage claims, despite risks
15 associated with obtaining and maintaining certification, risks to establish liability, and significant
16 additional costs that would have been incurred in order to certify a class and establish liability. Had
17 the Parties not settled, Plaintiff also faced the risk of the Court finding that individualized issues
18 predominate, such that class treatment is not suitable. While Class Counsel disagreed with
19 Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and
20 realities of the case, applicable case law and regulations, the costs and expenses of further litigation
21 and certification, and risks to recovery, and applied appropriate discounts for them. Accordingly,
22 Class Counsel determined that a discount of 60% was appropriate to apply to account for the risks
23 associated with obtaining class certification, thereafter proving the underlying violations, and the cost
24 and delay in recovering the alleged potential damages, bringing the value of this claim closer to
25 \$86,312. Thereafter, a discount of 60% was applied to account for the risks associated with succeeding
26 on the merits and establishing liability, bringing the value of this claim closer to \$34,525.

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1 d. *Regular Rate*

2 i. Plaintiff's unpaid wage claim was based on Defendant having failed to pay
3 overtime compensation at the rate of one and one-half times the regular rate of pay by failing to include
4 all non-discretionary compensation into the regular rate calculation. However, Defendant contended
5 that it paid all overtime compensation at the correct regular rate of pay. Indeed, Plaintiff's
6 investigations found that the percentage of pay periods with overtime and additional compensation
7 paid, which, for the purposes of the damages analysis, Class Counsel assumed was non-discretionary,
8 was only 8.4%.

9 ii. The estimated exposure for this claim was based on a class having been certified
10 and Plaintiff having proven all elements of the unpaid wage claim, despite risks associated with
11 obtaining and maintaining certification, risks to establish liability, and significant additional costs that
12 would have been incurred in order to certify a class and establish liability. Had the Parties not settled,
13 Plaintiff also faced the risk of the Court finding that individualized issues predominate, such that class
14 treatment is not suitable. While Class Counsel disagreed with Defendant's arguments and factual
15 contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law
16 and regulations, the costs and expenses of further litigation and certification, and risks to recovery,
17 and applied appropriate discounts for them. Accordingly, Class Counsel determined that a discount
18 of 60% was appropriate to apply to account for the risks associated with obtaining class certification,
19 thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential
20 damages, bringing the value of this claim closer to \$15,964. Thereafter, Class Counsel determined
21 that a discount of 60% was appropriate to apply to account for the risks associated with succeeding on
22 the merits and establishing liability, bringing the value of this claim closer to \$6,386.

23 e. *Unreimbursed Business Expenses*

24 i. Plaintiff contended that Defendant failed to reimburse Plaintiff and the other
25 Class Members for necessary business-related expenses, such as the usage of personal cell phones and
26 internet for work-related purposes. Defendant contended that, with respect to the alleged expenses for
27 which Plaintiff and the other Class Members never requested reimbursement from Defendant, it did
28 not know and had no reason to know that alleged business-related expenses had been incurred.

1 Defendant further contended that the reason for why a Class Member undertook certain expenses,
2 while not others, would raise individual issues that could not be certified. Plaintiff used a reasonable
3 estimate of \$30 per month to estimate unreimbursed business expenses. However, it was found that
4 Defendant provided a \$10 per pay period stipend for cell phone reimbursement for certain remote
5 workers.

6 ii. Class Counsel also took into consideration that, not only would it have to be
7 established that expenses were incurred, but also that nature of the expenses were such that Defendant
8 was required to reimburse them. While Class Counsel disagreed with Defendant's arguments and
9 factual contentions, Class Counsel considered Defendant's arguments, applicable case law and
10 regulations, the costs and expenses associated with further litigation and certification, the
11 circumstances and realities of the case, and risks to recovery and applied appropriate discounts for
12 them. Accordingly, Class Counsel determined that a discount of 60% was appropriate to apply to
13 account for the risk associated with obtaining class certification, thereafter proving the underlying
14 violations, and the cost and delay in recovering the alleged potential damages, bringing the value of
15 this claim closer to \$30,624. Thereafter, a discount of 60% was applied to account for the risks
16 associated with succeeding on the merits and establishing liability, bringing the value of this claim
17 closer to \$12,250.

18 f. *Derivative Claims*

19 i. As with all derivative claims, success depends on the success of the underlying
20 claims. Here, Plaintiff's claims for waiting time penalties and inaccurate wage statements would only
21 succeed if the underlying claims for failure to pay minimum wages, failure to pay overtime, and failure
22 to pay premiums for all meal and rest periods not lawfully provided were successful. Further, even if
23 Plaintiff prevailed on his underlying claims, he would still be required to demonstrate that Defendant's
24 violations of *California Labor Code* section 203 were *willful* violations. Wage statement claims have
25 also seen varying treatment at the appellate level because such claims have an element of discretion
26 attached to them rather than a pure calculation of damages after liability is proven. Accordingly, these
27 derivative claims, which comprised a substantial portion of Defendant's estimated liability, were
28 therefore uncertain.

1 ii. Class Counsel took into consideration the chances of prevailing on each of the
2 underlying causes of action, the derivative nature of these claims, as well as the additional hurdles of
3 prevailing on the claim for waiting-time penalties, including the inherent difficulty in proving the
4 “willful” prong of section 203, applicable case law, costs and expenses associated with further
5 litigation and certification, the circumstances and realities of the case, and risks to recovery, and
6 applied appropriate discounts for them. Accordingly, for the reasons state above, Class Counsel
7 determined that, for the waiting time penalties claim, a discount of 60% was appropriate to apply to
8 account for the risk associated with obtaining class certification, thereafter proving the underlying
9 violations, and the cost and delay in recovering the alleged potential damages, bringing the value of
10 this claim closer to \$163,734. Thereafter, a discount of 60% was applied to account for the risks
11 associated with succeeding on the merits and establishing liability, bringing the value of these claims
12 closer to \$65,493. Additionally, for the wage statement claim, Class Counsel determined that a
13 discount of 60% was appropriate to apply to account for the risk associated with obtaining class
14 certification, thereafter proving the underlying violations, and the cost and delay in recovering the
15 alleged potential damages, bringing the value of this claim closer to \$51,360. Thereafter, a discount
16 of 60% was applied to account for the risks associated with succeeding on the merits and establishing
17 liability, bringing the value of these claims closer to \$20,544.

18 g. *PAGA*

19 i. Existing case law makes PAGA claims subject to the same defenses and risks
20 as Plaintiff’s underlying wage claims. Class Counsel anticipated that even if successful on the merits
21 at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations
22 could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue
23 that it made a good faith attempt to comply with its legal obligations warranting a reduction in
24 penalties. Class Counsel also anticipated Defendant would argue that the violations per pay period
25 were low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the
26 fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to
27 facilitate enforcement of California’s labor laws by financing state activities and educating and
28 deterring non-compliance.

ii. The potential value of this claim was estimated to be \$171,800 (non-stacked, i.e., one penalty per employee, per pay period, during the PAGA statutory period). Again, a 60% discount was applied to account for the risks associated with proving the underlying violations and the cost and delay in recovering the alleged potential penalties, bringing the value of this claim closer to \$68,720. A second discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to \$27,488.

7. Therefore, Class Counsel estimated that the potential value to be recovered if Plaintiff was successful at trial on all of the claims, prior to applying any adjustments for the risks Plaintiff faced in certifying his claims and then succeeding on those claims post-certification, is \$2,263,105. The total value that could reasonably be expected to be awarded at trial, after taking into account the risks faced in prevailing on certification and substantively thereafter is \$362,097. Seen in this light, the Gross Settlement Amount of \$325,000 represents 14.36% of the potential undiscounted maximum value and 89.75% of the risk-adjusted value of these claims. Below is a chart summarizing each claim:

Claim	Maximum Value of Claim	Discounted Value of Claim
Meal Period Violations	\$335,441	\$53,670
Rest Period Violations	\$885,881	\$141,741
Unpaid Off-the-Clock Work	\$215,779	\$34,525
Regular Rate	\$39,910	\$6,386
Unreimbursed Business Expenses	\$76,560	\$12,250
Waiting Time Penalties	\$409,334	\$65,493
Waiting Statement Penalties	\$128,400	\$20,544
PAGA	\$171,800	\$27,488
Maximum Exposure	\$2,263,105	\$362,097

8. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which poses challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risk to recovery and applied appropriate discounts.

9. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members and the PAGA Employees, and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

ATTORNEYS' COSTS

10. As of the date of this filing, Class Counsel's actual litigation costs and expenses amount to Twenty-Sixty Thousand Two Hundred Forty-Five Dollars and Fifty-Four Cents (\$26,245.54). A true and correct itemized list of Blackstone Law, APC's current litigation costs and expenses is attached hereto as **Exhibit 2**. Class Counsel estimates that any future costs will be under approximately One Thousand Dollars and Zero Cents (\$1,000.00), however Class Counsel will provide an updated itemized accounting report at the Motion for Final Approval and will adjust any requests for costs accordingly.

RELEASES

a. *California Labor Code Sections 350-356*

11. In the Order Re Supplemental Briefing, the Court identified that California Labor Code Sections 352, 353, 354, 355, and 356 were referenced in the “Released PAGA Claims” language in the Settlement Agreement but could not find these claims alleged in the PAGA Letter or the Operative PAGA Complaint.

1 12. In Plaintiff's PAGA Letter on page 2, Plaintiff alleges that Defendant violated
2 California Labor Code sections "350, 351 *et seq.*", among others. Similarly, in Plaintiff's PAGA
3 Letter on page 5, Plaintiff alleges that Defendant failed to provide all gratuities accrued by Plaintiff
4 and the PAGA Employees in violation of "Cal. Lab. Codes sections 350 *et seq.*" Additionally, in
5 Plaintiff's Operative PAGA Complaint on page 7, Plaintiff alleges violations of "California Labor
6 Code sections 351 *et seq.*" True and correct copies of page 2 and page 5 of Plaintiff's PAGA Letter
7 and page 7 of Plaintiff's Operative PAGA Complaint with the relevant language highlighted in yellow
8 is attached here to as **Exhibit 3**.

9 13. To avoid the potential vagueness of the language "*et seq.*", the Parties listed the exact
10 California Labor Code sections (i.e., 350-356) in the definition of the Released PAGA Claims that
11 Plaintiff alleges that Defendant violated pertaining to the unpaid gratuities claim. This is so the PAGA
12 Employees (and the Class Members for the Released Class Claims) know the exact California Labor
13 Code sections that they will be releasing.

14 14. For the avoidance of doubt, the language of California Labor Code Sections 350-356
15 includes the following topics: California Labor Code 350 provides key definitions regarding gratuities;
16 351 provides that gratuities are the sole property of employees; 352 is currently non-existent; 353
17 requires employers to keep accurate records of all gratuities; 354 provides punishments of such
18 violations; 355 provides that the Department of Industrial Relations has enforcement authority; and
19 356 provides that the legislature's purpose of the article is to prevent fraud with the practice of tipping.

20 15. Therefore, while Plaintiff did not enumerate each specific California Labor Code
21 pertaining to gratuities in the PAGA Letter and/or Operative PAGA Complaint, the references to "350
22 *et seq.*" and "351 *et seq.*" and allegations regarding the failure to provide all gratuities is sufficient to
23 include such claims in the "Release PAGA Claims" definition.

24 b. *PAGA Settlement Release*

25 16. In the Order Re Supplemental Briefing, the Court directed the Parties to remove the
26 State of California from the PAGA settlement release.

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17. Accordingly, the Parties executed Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment No. 1”), which removes the State of California from the PAGA settlement release. A true and correct copy of Amendment No. 1 is attached hereto as **Exhibit 4**. A redlined version of Amend No. 1 showing the change made is attached hereto as **Exhibit 5**.

CLASS NOTICE

18. In the Order Re Supplemental Briefing, the Court ordered the Parties to make certain changes to the Notice of Class Action Settlement (“Class Notice”).

19. Accordingly, the Parties prepared a revised Class Notice, which is attached to Amendment No. 1 as Exhibit A. A redlined version of the revised Class Notice showing how it has been revised is attached hereto as **Exhibit 6**.

LWDA

20. In accordance with California Labor Code section 2699(1)(2), on January 12, 2026, a copy of the proposed Amendment No. 1 was submitted to the LWDA via online submission through the LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 7**.

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

Executed on January 12, 2026, at Jersey City, New Jersey.



Alexandra Rose

EXHIBIT 1

FILED

San Francisco County Superior Court

DEC 19 2025

CLERK OF THE SUPERIOR COURT

By *Julia Allen* Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JOHN PRICE, individually and on behalf of others
similarly situated,

Plaintiff,

v.

FORT POINT BEER COMPANY;
and DOES 1-25, inclusive,

Defendants.

Case No. CGC-23-610592
(Consolidated with CGC-24-611779)

ORDER REQUESTING SUPPLEMENTAL
BRIEFING FOR PLAINTIFF'S MOTION
PRELIMINARY APPROVAL

The court reviewed plaintiff's motion for preliminary approval and supporting briefing, filed on December 5, 2025, in anticipation of the January 6, 2026, hearing on plaintiff's motion for preliminary approval. The court requires supplemental briefing. IT IS HEREBY ORDERED that plaintiff shall file his supplemental briefing no later than **December 31, 2025**. If there are changes to the settlement agreement and/or notice, the parties should provide redlined versions of the settlement agreement and notice and clean versions of the settlement agreement and notice. If there are any changes to the settlement agreement, the parties should provide proof of service of the amended settlement agreement on the LWDA.

I. Reasonableness

Based on the parties' current explanation, the court cannot determine the reasonableness of the settlement. (Rose Decl., ¶¶ 33 [estimate of potential value of claims], 34-47¹ [specific risks considered].)

¹ In paragraph 46, there is a typo "Error! Reference source not found." and it is unclear whether the sentence would provide a further explanation.

1 Plaintiff shall file a supplemental declaration addressing the breakdown of the maximum valuation of the
2 claims—including how they were calculated, any discounts made, and the justification for the discounts.
3 The current explanation does not provide a sufficient explanation for a complete estimate of defendant's
4 liability, damages analysis or calculation, the justification for the discounts made, or make clear how the
5 claims were valued. Plaintiff should additionally provide a table or chart such as the following:

6 Claim	Maximum Value of Claim	Discounted Value of Claim
7		
8		
9		
10		
11		
12		

13 At the end, the parties should total the maximum values of the claims and the discounted values of
14 the claims. It is unclear how the claims were calculated, how the discounts were made, and how the
15 claims were evaluated.

16 The court notes that the settlement agreement provides for high attorneys' fees of \$113,750.00
17 (35% of the \$325,000.00 settlement) and a high amount of costs (up to \$35,000.00). (SA, § 13.) Although
18 the court is not deciding this issue at this time, the court notes that it is very unlikely to award 35% of the
19 settlement amount in attorneys' fees. Additionally, when determining the reasonableness of the
20 settlement, the court notes that plaintiff's counsel is asking the court to approve a settlement that would
21 give them fees and costs in the amount of \$148,750.00, or 46% of the total settlement amount. Plaintiff's
22 counsel should provide a declaration stating the costs incurred to date and the estimate of any future costs.

23 II. Releases

24 The court has concerns with the following:

25 The settlement agreement provides:

26
27 gg. "Released PAGA Claims" means any and all claims arising from any of the factual
28 allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the

1 PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
2 California *Labor Code* Sections 2698 *et seq.*, which shall specifically include claims for
3 Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
4 and rest periods and associated premium payments, timely pay wages during employment
5 and upon termination, provide all accrued gratuities, provide compliant wage statements,
6 maintain complete and accurate payroll records, and reimburse necessary business-related
7 expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a),
8 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
9 applicable Industrial Welfare Commission Wage Order.

10 (SA, § 10(gg).)

11 The court could not find Labor Code, sections 352, 353, 354, 355, and 356 alleged in the
12 Operative PAGA Complaint or in the PAGA letter. The parties should direct the court to the specific
13 locations or provisions in the PAGA letter and/or Operative PAGA Complaint. If these claims are not
14 alleged in the Operative PAGA Complaint or in the PAGA letter, the parties should remove them from
15 the release.

16 Additionally, the court has a concern with the PAGA settlement release. The settlement agreement
17 states:

18 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
19 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees,
20 and all PAGA Employees will be deemed to have fully, finally, and forever released,
21 settled, compromised, relinquished, and discharged the Released Parties of all Released
22 PAGA Claims.

23 (SA, § 40.)

24 The parties should remove the State of California from the release as the LWDA or a
25 representative of the State of California did not sign the settlement agreement and plaintiff does not have
26 authority to release on behalf of the State of California. The parties should remove "the State of California
27 with respect to all PAGA Employees," from the PAGA settlement release.

28 **III. Notice**

The following changes should be made to the notice:

- Page 1
 - Define "PAGA" as Private Attorneys General Act
- Page 6

1 ○ Section V

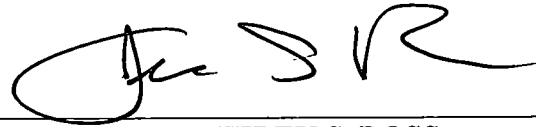
2 ▪ Change Department number from 606 to 613

3 ▪ Check link as link is broken.

4 ○ Section VI

5 ▪ Check link as link is broken

7 Dated: December 19, 2025



JEFFREY S. ROSS
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 19, 2025, I electronically served ORDER REQUESTING SUPPLEMENTAL BRIEFING FOR PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

DEC 19 2025

Brandon E. Riley, Court Executive Officer

By:



Felicia Green, Deputy Clerk

EXHIBIT 2

Matter: John Price v. Fort Point Beer Company

Date	Type of Expense	Description of Expense	Amount
11/13/2023	Mailing	Records Request to Fort Point Beer Company	\$8.53
11/13/2023	Mailing	Records Request to C T Corporation System Agent for Service	\$8.53
11/14/2023	Mailing	PAGA Letter to Fort Point Beer Company	\$8.53
11/14/2023	Mailing	PAGA Letter to Fort Point Beer Company Agent for Service	\$8.53
11/30/2023	Filing	Firt Legal: Complaint Packet	\$1,580.90
1/3/2024	Filing	Steno: Plaintiff's Application for Approval of Complex	\$140.95
1/29/2024	Filing	Steno: Personal Service	\$193.95
1/31/2024	Filing	First Legal: Complaint Packet (PAGA)	\$536.90
2/1/2024	Filing	Steno: Personal Service (PAGA)	\$196.45
3/26/2024	Other	CourtCall Payment	\$72.00
3/27/2024	Filing	Steno: Notice of Posting Jury Fees	\$99.95
6/7/2024	Filing	Steno: Case Management Statement (PAGA)	\$99.95
6/10/2024	Filing	Steno: Courtesy Copy Delivery - Case Management Statement (PAGA)	\$146.50
7/15/2024	Filing	Steno: Notice of Remote Appearance	\$99.95
8/7/2024	Filing	Steno: Courtesy Copy Delivery - Joint Case Management Conference Statement	\$99.00
11/14/2024	Filing	Steno: Joint Case Management Statement	\$175.00
11/15/2024	Filing	Steno: Joint Case Management Statement	\$99.95
3/13/2025	Other	Payment to Berger Consulting Group	\$1,125.00
4/7/2025	Filing	Steno: Joint Case Management Statement (PAGA)	\$99.95
4/9/2025	Filing	Steno: Joint Stipulation & Order; POS (PAGA)	\$175.00
5/6/2025	Filing	Steno: Joint Case Management Statement (PAGA)	\$99.95
8/21/2025	Other	Payment to Signature Resolution	\$9,388.75
10/8/2025	Other	Payment to Berger Consulting Group	\$11,070.00
11/14/2025	Filing	File & ServeXpress: Joint Status Report	\$59.82
12/5/2025	Filing	File & ServeXpress: MPA	\$151.50
12/5/2025	Filing	File & ServeXpress: Joint Case Management Conference Statement; Proposed Order	\$80.30
12/5/2025	Filing	File & ServeXpress: Proof of Service	\$60.30
12/31/2025	Filing	File & ServeXpress: Declaration of Lizeth Marin and [Proposed] Order	\$60.30
	Other	Payment to Berger Consulting Group	\$1,080.00
Current Total:			\$26,946.44
Filing		Estimated Cost - File & ServeXpress: Filing of Supp MPA	\$60.30
Filing		Estimated Cost - File & ServeXpress: Notice of Entry of Judgment or Order (MPA)	\$29.10
Filing		Estimated Cost - File & ServeXpress: Filing of MFA	\$151.50
Filing		Estimated Cost - File & ServeXpress: Notice of Entry of Judgment or Order (MFA)	\$29.10
Filing		Estimated Cost - File & ServeXpress: Admin Declaration	\$29.10

Total With Estimated Future Costs: \$27,245.54

EXHIBIT 3

Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351 *et seq.*, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time/regular rate wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included (1) opening Employer's premises and setting up the facility before clocking in; (2) performing typical job duties such as providing service to customers while clocked out for meal periods, or else being interrupted during meal periods for work-related purposes; (3) performing typical job duties such as providing service to customers just after clock out; and (4) reading and responding to messages on slack messenger in between shifts, or else receiving and having to respond to work-related communications between shifts. Employer failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time/regular rate wages and overtime wages) to Claimant and Aggrieved Employees.

Employer also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimant and other Aggrieved

rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages or other remuneration or pay they were owed including, *inter alia*, straight time/regular rate wages, minimum wages, overtime compensation, meal and rest period premiums, or any other remuneration or pay as it became due (e.g., accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ALL GRATUITIES ACCRUED BY CLAIMANT AND THE AGGRIEVED EMPLOYEES

Claimant and the Aggrieved Parties are entitled to a portion of the gratuities left by patrons of Employer. The regulation of provision of said gratuities comes under Cal. Lab. Codes sections 350 *et seq.* Cal. Lab. Code section 351 states in part: "Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for." Various courts

- 1 (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
2 wages at time of discharge from employment, as set forth more fully below;
- 3 (i) Violation of California Labor Code sections 351 *et seq.* for failure to provide
4 Plaintiff and the aggrieved employees with all gratuities they accrued as required
5 by California law;
- 6 (j) Violation of California Labor Code section 226(a) for failure to provide accurate
7 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
8 below;
- 9 (k) Violation of California Labor Code section 1174(d) for failure to keep complete
10 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
11 forth more fully below; and
- 12 (l) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
13 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
14 forth more fully below.

15 35. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
16 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
17 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
18 for violations of Labor Code sections set forth herein, including penalties under California Labor Code
19 sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC
20 Wage Order, and any and all additional penalties and remedies as provided by the California Labor
21 Code and/or other statutes.

22 36. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
23 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
24 the enforcement of labor laws and education of employers and employees about their rights and
25 responsibilities and twenty-five (25%) to the Aggrieved Employees.

26 37. Plaintiff retained counsel to file this court action, and to assess and collect the civil
27 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and
28 costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

EXHIBIT 4

**AMENDMENT NO. 1 TO THE
JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff John Price (“Plaintiff”) and Defendant Fort Point Beer Company (“Defendant”) (together, the “Parties”) pursuant to Paragraph 49 of the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) entered into between the Parties on December 4, 2025.

A. Paragraph 40 of the Original Agreement is hereby amended to state as follows:

PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”

Dated: January 12, 2026

BLACKSTONE LAW, APC



Alexandra Rose
Lizeth Marin
Attorneys for Plaintiff JOHN PRICE

Dated: January 12, 2026

O’HAGAN MEYER



Derek S. Sachs
Attorney for Defendant FORT POINT BEER COMPANY

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

John Price v. Fort Point Beer Company
Superior Court of California for the County of San Francisco, Case No. CGC-23-610592
John Price v. Fort Point Beer Company
Superior Court of California for the County of San Francisco, Case No. CGC-24-611779

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff John Price ("Plaintiff") and Defendant Fort Point Beer Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592 ("Class Action") and *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-24-611779 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from November 21, 2019 through August 27, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from November 14, 2022 through August 27, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On November 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California *Labor Code* that Plaintiff contends were violated ("PAGA Letter"). On November 21, 2023, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint ("Operative Class Complaint") in the Class Action. On January 19, 2024, Plaintiff commenced a representative action under the Private Attorneys General Act ("PAGA") against Defendant by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. *Labor Code* §§ 2698 *Et Seq.* ("Operative PAGA Complaint") in the PAGA Action. On April 6, 2025, the Court consolidated the Class Action and PAGA Action (together, "Actions"), with the Class Action being designated at the lead case.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide all accrued gratuities, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California *Business and Professions Code* Section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages

and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff John Price as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$113,750.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$12,750.00) ("LWDA Payment") and the remaining 25% (\$4,250.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in thirteen (13) installments as follows:

- No later than sixty (60) calendar days after the Court grants Final Approval, Defendant will deposit One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) of the Gross Settlement Amount and Employer Taxes into a Qualified Settlement Account (“QSF”) established by the Settlement Administrator (“Initial Payment”).
- The remainder of the Gross Settlement Amount will be paid in twelve (12) equal payments for twelve (12) months after the payment of the Initial Payment until the Gross Settlement Amount has been fully paid (“Installment Payment(s)”). The first of the twelve (12) Installment Payments will be paid no later than thirty (30) calendar days after the Initial Payment.

If the Court grants final approval, distribution of payments will occur as follows:

- Within five (5) business days of the funding of the third Installment Payment, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payment to Plaintiff, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From November 21, 2019 through **August 27, 2025** (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From November 14, 2022 through **August 27, 2025** (i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Class Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide accurate wage statements, and reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California *Business and Professions Code* sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California *Labor Code* Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide compliant wage

statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$113,750.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection and without prior notice.

If you submit both a Request for Exclusion and Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 613 of the San Francisco County Superior Court, located at Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom at: <https://sf.courts.ca.gov/online-services/virtual-courtrooms>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions for free by visiting The Civic Center Clerk’s Office located at Civil Center Courthouse, Civil Records Division, 400 McAllister St., Room 103, San Francisco, California 94012, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information> clicking “Access Now” under Civil Case Query and typing in the Court Case Number “CGC-23-610592” or “CGC-24-611779.” **The Court’s website is free to use.**

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 5

**AMENDMENT NO. 1 TO THE
JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff John Price (“Plaintiff”) and Defendant Fort Point Beer Company (“Defendant”) (together, the “Parties”) pursuant to Paragraph 49 of the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) entered into between the Parties on December 4, 2025.

A. Paragraph 40 of the Original Agreement is hereby amended to state as follows:

PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, ~~the State of California with respect to all PAGA Employees,~~ and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”

BLACKSTONE LAW, APC

Dated: January 12, 2026

Alexandra Rose
Lizeth Marin
Attorneys for Plaintiff JOHN PRICE

O’HAGAN MEYER

Dated: January 12, 2026

Derek S. Sachs
*Attorney for Defendant FORT POINT BEER
COMPANY*

EXHIBIT 6

NOTICE OF CLASS ACTION SETTLEMENT

John Price v. Fort Point Beer Company
Superior Court of California for the County of San Francisco, Case No. CGC-23-610592
John Price v. Fort Point Beer Company
Superior Court of California for the County of San Francisco, Case No. CGC-24-611779

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff John Price ("Plaintiff") and Defendant Fort Point Beer Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592 ("Class Action") and *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-24-611779 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from November 21, 2019 through August 27, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from November 14, 2022 through August 27, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On November 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California *Labor Code* that Plaintiff contends were violated ("PAGA Letter"). On November 21, 2023, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint ("Operative Class Complaint") in the Class Action. On January 19, 2024, Plaintiff commenced a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, et seq. ("PAGA") against Defendant by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. *Labor Code* §§ 2698 Et Seq. ("Operative PAGA Complaint") in the PAGA Action. On April 6, 2025, the Court consolidated the Class Action and PAGA Action (together, "Actions"), with the Class Action being designated at the lead case.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide all accrued gratuities, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California *Business and Professions Code* Section 17200,

et seq., and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff John Price as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$113,750.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$12,750.00) ("LWDA Payment") and the remaining 25% (\$4,250.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in thirteen (13) installments as follows:

- No later than sixty (60) calendar days after the Court grants Final Approval, Defendant will deposit One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) of the Gross Settlement Amount and Employer Taxes into a Qualified Settlement Account (“QSF”) established by the Settlement Administrator (“Initial Payment”).
- The remainder of the Gross Settlement Amount will be paid in twelve (12) equal payments for twelve (12) months after the payment of the Initial Payment until the Gross Settlement Amount has been fully paid (“Installment Payment(s)”). The first of the twelve (12) Installment Payments will be paid no later than thirty (30) calendar days after the Initial Payment.

If the Court grants final approval, distribution of payments will occur as follows:

- Within five (5) business days of the funding of the third Installment Payment, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payment to Plaintiff, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From November 21, 2019 through August 27, 2025 (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From November 14, 2022 through August 27, 2025 (i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, ~~the State of California with respect to all PAGA Employees,~~ and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Class Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide accurate wage statements, and reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California *Business and Professions Code* sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California *Labor Code* Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide compliant wage

statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$113,750.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*John Price v. Fort Point Beer Company*, Case No. CGC-23-610592); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection and without prior notice.

If you submit both a Request for Exclusion and Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6~~1396~~ of the San Francisco County Superior Court, located at Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom at: <https://sf.courts.ca.gov/online-services/virtual-courtrooms->

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions for free by visiting The Civic Center Clerk’s Office located at Civil Center Courthouse, Civil Records Division, 400 McAllister St., Room 103, San Francisco, California 94012, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information-> clicking “Access Now” under Civil Case Query and typing in the Court Case Number “CGC-23-610592” or “CGC-24-611779.” **The Court’s website is free to use.**

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 7

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Lun 12 Ene 2026 15:06

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

01/12/2026 03:05:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 01/12/2026 03:05:41 PM your Proposed Settlement was successfully processed for case number LWDA-CM-994249-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>