

1 SETTLEMENT AGREEMENT

2 This Settlement Agreement is made and entered into by and between (1) THE PEASANT &  
3 THE PEAR, INC.; RODNEY WORTH; NATALIE REED aka NATALIE WORTH (collectively  
4 "Defendants"), and (2) GUADALUPE ROMO, JOSE LUIS HERRERA, and FRANCESCA  
5 HARVEY ("Named Plaintiffs"), individually and on behalf of all members of the Settlement Class  
6 hereinafter defined, subject to final approval of the Court. This Settlement Agreement accurately  
7 sets forth the Parties' Class Action Settlement in the amount of five hundred and seven thousand  
8 dollars (\$507,000) to resolve all claims of the Settlement Class for alleged failure to pay all wages,  
9 failure to provide meal periods and penalties, attorneys' fees and costs, as detailed below.

10 **DEFINITIONS**

11 As used herein, the following terms shall have the following meanings:

- 12 1. **"Agreement" or "Settlement Agreement"** means this Class Action Settlement
- 13 Agreement and Release, including the attached Exhibits.
- 14 2. **"Claims Administrator"** means CPT Group Class Action Administrators.
- 15 3. **"Class Action"** means the civil action styled *Romo, et al. v. The Peasant & The*
- 16 *Pear, Inc., et al.*, which was originally filed in Contra Costa County Superior Court, Case No. C14-
- 17 01376.
- 18 4. **"Class Counsel"** means the Law Offices of John E. Hill and Sundeen & Salinas.
- 19 5. **"Class Notice"** means the notice of the proposed Settlement Agreement to be
- 20 directed to members of the Settlement Class pursuant to the terms of the Preliminary Approval
- 21 Order. The Class Notice shall be substantially in the form of Exhibit A hereto.
- 22 6. **"Class Period"** means July 18, 2010 to June 30, 2014.
- 23 7. **"Court"** means the Superior Court of the State of California, County of Contra
- 24 Costa.
- 25 8. **"Defendants"** means THE PEASANT & THE PEAR, INC, and any parent,
- 26 subsidiary, and related companies, and its former and current directors, officers, partners,
- 27 shareholders, employees, and agents; RODNEY WORTH; AND NATALIE REED aka NATALIE
- 28

1 WORTH.

2 9. **“Effective Date”** means the latter of: (i) if no appeal is filed, the expiration date of  
3 the time for filing or noticing any appeal from the Order and Final Judgment; (ii) if there is an  
4 appeal of the Order and Final Judgment, the day after the appeal is dismissed or denied or the Order  
5 and Final Judgment are affirmed on appeal and the date for filing an appeal or a petition for writ of  
6 certiorari to the United States Supreme Court has expired; (ii) if an appeal or a petition for writ of  
7 certiorari has been filed with the United States Supreme Court, the day after the appeal or a petition  
8 for writ of certiorari has been dismissed or denied by the Supreme Court; or (iv) if the United States  
9 Supreme court grants review of any appeal or petition for writ of certiorari, the day after affirmance  
10 of the Order and Final Judgment by the United States Supreme Court.

11 10. **“Eligible Settlement Class Member”** means a member of the Settlement Class who  
12 is eligible to receive a Settlement Award pursuant to the Settlement Agreement.

13 11. **“Implementation Schedule”** means the dates for implementing the Settlement  
14 Agreement to be agreed upon separately by the Parties.

15 12. **“Named Plaintiffs”** means GUADALUPE ROMO, JOSE LUIS HERRERA, and  
16 FRANCESCA HARVEY.

17 13. **“Net Settlement Fund”** means the amount remaining in the Settlement Fund after  
18 payments are made to the Named Plaintiffs, Claims Administrator, and Class Counsel as provided  
19 in this Settlement Agreement.

20 14. **“Order and Final Judgment”** means the final judgment and order of dismissal with  
21 prejudice to be entered by the Court. Pursuant to California Rule of Court 3.769(h), the Parties  
22 expressly request that the Court retain jurisdiction over the Parties to enforce the terms of this  
23 Agreement and the Judgment entered after the Final Approval Hearing, until there is full  
24 performance of its terms. The Parties intend that this be a clear and unequivocal request that the  
25 Superior Court in and for the County of Contra Costa has and will retain subject matter and personal  
26 jurisdiction to enforce the terms of this Agreement and the Final Approval and Judgment.

27 15. **“Parties”** means the Named Plaintiffs and Defendants.  
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1           16.     **“Preliminary Approval Order”** means the order to be entered by the Court upon the  
2 Named Plaintiffs’ motion, preliminarily approving the Settlement Agreement and authorizing the  
3 Class Notice.

4           17.     **“Released Claims”** means all claims for unpaid wages, penalties, interest, attorneys’  
5 fees and costs, under the California Labor Code, the California Business & Professions Code, and  
6 the Private Attorney General Act, contained in the operative Complaint in the Class Action up to  
7 and including the filing date of the Order and Final Judgment.

8           18.     **“Settlement Award”** means the gross payment that each Eligible Class Member  
9 shall be entitled to receive under the terms of the Settlement Agreement.

10          19.     **“Settlement Class”** means the non-exempt employees of Defendants THE  
11 PEASANT & THE PEAR, INC.; RODNEY WORTH; AND NATALIE REED aka NATALIE  
12 WORTH at any point in time from July 18, 2010 to June 30, 2014, who do not properly and timely  
13 opted out of the Settlement Class by having requested exclusion, and excluding workers who  
14 previously settled and released their claims by way of direct settlement with Defendants.

15          20.     **“Settlement Fairness Hearing”** means the hearing to follow appropriate notice to  
16 the Settlement Class and an opportunity for members of the Settlement Class to object to the  
17 settlement, at which time the Parties will request that the Court approve the fairness, reasonableness  
18 and adequacy of the terms and conditions of the proposed settlement, enter the Order and Final  
19 Judgment, and take other appropriate action.

20          21.     **“Settlement Fund”** means the \$507,000.00 to be paid by Defendants THE  
21 PEASANT & THE PEAR, INC.; RODNEY WORTH; AND NATALIE REED aka NATALIE  
22 WORTH under the terms of this Settlement Agreement. The Parties understand and agree that this  
23 amount does not include the employer’s share of payroll taxes, which Defendants will pay to the  
24 Claims Administrator upon notice and as set forth by the Claims Administrator.

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26                                   **RECITALS**

27          22.     On July 18, 2014, the Named Plaintiffs, individually and on behalf of a purported  
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1 class of similarly-situated individuals, commenced an action against Defendants in the Superior  
2 Court of the State of California, County of Contra Costa, entitled *Romo, et al. v. The Peasant & the*  
3 *Pear, Inc. et al.*, Case No. C14-01376. In this Class Action, the Named Plaintiffs alleged causes of  
4 action against Defendants based on alleged (i) violations of the California Labor Code and  
5 California Industrial Welfare Commission wage orders; (ii) unfair and unlawful business practices  
6 in violation of the California Unfair Competition Law; and (iii) violations of the Private Attorney  
7 General Act ("PAGA"). In support of the causes of action set forth in the pleadings, the Named  
8 Plaintiffs allege that Defendants breached various statutory duties and obligations to the Named  
9 Plaintiffs and members of the Settlement Class in connection with services provided by those  
10 individuals to Defendants. Through the Class Action, the Named Plaintiffs seek to recover, on  
11 behalf of themselves and members of the Settlement Class, compensatory damages for unpaid  
12 wages, statutory penalties, PAGA penalties, restitution, interest, attorneys' fees and costs.

13 23. Defendants deny the Named Plaintiffs' allegations and further deny that they have  
14 committed any illegal or wrongful acts. Defendants contend that the Named Plaintiffs and all  
15 members of the Settlement Class were treated lawfully in every respect. Defendants deny that they  
16 harmed such persons in any manner, or that they owe such persons any amounts whatsoever.

17 24. Plaintiffs filed their Motion for Class Certification and Defendants filed their  
18 Opposition to Plaintiffs' Motion for Class Certification, but agreed to settle this matter prior to  
19 Plaintiffs filing their Reply and the Court making a determination on Class Certification.

20 25. Since its initial filing, the Parties have engaged in formal discovery and investigation  
21 and made repeated efforts to resolve the case. On June 8, 2015, Defendants and the Named  
22 Plaintiffs participated in mediation before an experienced mediator, Hon. Kevin Murphy (Ret.) from  
23 ADR Services, Inc. This mediation was not successful, but the parties attended a second mediation  
24 on May 6, 2016 with another experienced mediator, David Meadows, in Oakland. The mediation  
25 included extensive discussion and examination of the Parties' respective positions on the legal and  
26 factual issues raised by the Class Action, and Defendants' financial condition. This good faith  
27 mediation, during which Defendants were represented by counsel of record and the Named Plaintiffs  
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1 were present and represented by Class Counsel, eventually resulted in a settlement.

2 26. The Named Plaintiffs recognize the expense and length of proceedings necessary to  
3 continue the litigation against Defendants through trial and through any possible appeals. The  
4 Named Plaintiffs have also taken into account the uncertainty and risk of the outcome and  
5 likelihood of recovery due to Defendants' financial condition. The Named Plaintiffs have also taken  
6 into account the settlement negotiations conducted in the Class Action to date, the substantial  
7 information provided through formal discovery, and the payroll and time card information provided  
8 by Defendants. Based on the foregoing, the Named Plaintiffs have determined that this Settlement  
9 Agreement is a fair, adequate and reasonable settlement, and that it is in the best interests of the  
10 Settlement Class.

11 27. Defendants have concluded that any further defense of the Class Action would be  
12 protracted and expensive. Substantial amounts of time, energy and resources of Defendants have  
13 been and, unless this settlement is made, will continue to be devoted to the defense of the claims  
14 asserted in the Class Action. Defendants have, therefore, agreed to settle in the manner and upon  
15 the terms set forth in this Settlement Agreement in order to put to rest the claims as set forth in the  
16 Class Action.

17 28. In consideration of the covenants and agreements set forth herein, Named Plaintiffs,  
18 the Class, and Defendants, themselves and through their undersigned counsel, agree to the  
19 settlement of this Class Action, subject to Court approval, under the following terms and conditions.  
20 This settlement contemplates the (a) entry of an Order of Preliminary Approval of a Class Action  
21 Settlement; (b) entry of a Final Order Approving Settlement of Class Action; and (c) dismissal of  
22 the Action on the merits with prejudice upon receipt of all settlement funds by the Named Plaintiffs  
23 and the Settlement Class.

24 NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned,  
25 that the Class Action shall be settled as to the Named Plaintiffs, the Settlement Class and  
26 Defendants, subject to final approval of the Court, upon and subject to the following terms and  
27 conditions:

## BASIC SETTLEMENT TERMS

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2           29. It is hereby agreed, by and between the Named Plaintiffs and Defendants, through  
3 their respective counsel of record, and subject to the approval of the Court, in consideration of the  
4 benefits inuring to the Parties hereto, and without admission of any liability or wrongdoing  
5 whatsoever by Defendants, that on the Effective Date, each member of the Settlement Class shall be  
6 deemed to have jointly and severally released and forever discharged Defendants from any and all  
7 Released Claims from July 18, 2010 through the filing date of the Order and Final Judgment .

8           30. If, notwithstanding this Settlement Agreement, a claim or cause of action is brought  
9 or asserted by or on behalf of one or more of the Named Plaintiffs and/or any member of the  
10 Settlement Class based on a Released Claim, the Parties agree that the payment of a Settlement  
11 Award to an Eligible Class Member shall constitute full satisfaction of Defendants' liability with  
12 respect to any Released Claim relating to that Eligible Class Member within the Class Period.

13           31. Subject to Court approval and the conditions specified herein, and in exchange for  
14 the release of all Released Claims by members of the Settlement Class, a common fund in the  
15 amount of Five Hundred and Seven Thousand Dollars (\$507,000.00) shall be established to fund the  
16 Parties' settlement and will be paid to the Claims Administrator for this purpose by Defendants  
17 THE PEASANT & THE PEAR, INC., RODNEY WORTH, AND NATALIE REED aka NATALIE  
18 WORTH. The common fund in this amount shall be the maximum total amount that Defendants  
19 shall be required to pay for any and all purposes under this Settlement Agreement, except that  
20 Defendants shall be responsible for the employer share of payroll taxes due on that portion of the  
21 common fund allocated to the settlement of class claims for unpaid wages.

22           32. The Five Hundred and Seven Thousand Dollars (\$507,000.00) common fund will  
23 include all class member payments, class representative enhancements, attorneys' fees, costs,  
24 third-party administration costs, and payment to the LWDA for the PAGA penalties. The  
25 settlement shall be funded as follows: \$507,000 in seventy-eight (78) equal monthly  
26 installments of \$6,500 with the first payment beginning one month from the date of the Order  
27 and Final Judgment. Thereafter, the remaining payments are due on the first day of each month.  
28 In the event Defendants fail to timely make any of the periodic payments, Plaintiffs agree to give

1 Defendants written notice of any default by fax or email, and Plaintiffs agree not to take other action  
2 to cause an order or judgment to be entered in connection with this lawsuit until after seven (7)  
3 calendar days have elapsed from the date of transmission of such notice of default by fax or email to  
4 Defendants' attorney, Michelle R. Ferber, Ferber Law, A Professional Corporation, or another  
5 attorney at Ferber Law responsible for this matter. During this seven (7) calendar day period,  
6 Defendants shall have the right to cure any default in their performance. If Defendants fail to cure  
7 any default within the seven-day grace period herein, Plaintiffs are entitled to reasonable costs and  
8 attorneys' fees in enforcing the Settlement Agreement. The Claims Administrator shall, after final  
9 approval of the Settlement Agreement by the Court and in seven distributions, the first  
10 distribution after six months followed by six annual distributions thereafter pay each Class  
11 Member a pro rata portion of the Net Settlement Fund and cost and attorney's fees payments to  
12 Class Counsel, as specified in the Implementation Schedule, attached hereto as Exhibit C.  
13 Payments will be mailed only to those Class Members whose Settlement Notices were not  
14 returned to the Claims Administrator as undeliverable mail and to additional Class Members  
15 who have contacted Class Counsel and the Claims Administrator. The Claims Administrator  
16 will consider requests by individuals to whom Settlement Notices were not sent and mail them  
17 such notices and respective amounts to which they may be entitled. Any unclaimed amounts  
18 from the annual distributions will revert to the Net Settlement Fund and distributed to Class  
19 Members in the subsequent distributions. If Defendants prepay amounts owed, the Claims  
20 Administrator shall distribute the remaining funds to Class Members 60 days from the last and  
21 final payment by Defendants. Should there remain any residual from the Net Settlement Fund  
22 after all payments are made under this Settlement Agreement, for example, if any settlement checks  
23 are not cashed within 120 calendar days after the last annual payment mailing, the residual amount  
24 shall be paid to Centro Legal de la Raza, a nonprofit organization, as a *cy pres* recipient.

25 33. Before Settlement Awards are paid to Eligible Class Members, deductions from the  
26 common fund shall be made for (i) the enhancement payments to Named Plaintiffs specified in this  
27 Settlement Agreement, (ii) costs to Class Counsel specified in this Settlement Agreement, (iii) pro  
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1 rata payments of attorneys' fees to Class Counsel specified in this Settlement Agreement, (iv) pro  
2 rata payments of settlement administration costs; and (v) payment to LWDA for PAGA penalties.  
3 The balance remaining in the common fund after these deductions are made shall constitute the Net  
4 Settlement Fund.

5 34. On the date or dates specified by the Implementation Schedule and solely for  
6 purposes of effectuating this Settlement Agreement, the Claims Administrator shall pay from the  
7 common fund the following amounts:

8 34.1. Class Counsel. Subject to Court approval, the Claims Administrator shall pay  
9 from the common fund the gross sum of One-Hundred Twenty-Six Thousand Seven-Hundred and  
10 Fifty Dollars (\$126,750.00) to Class Counsel as attorneys' fees for prosecution of the Class Action  
11 against Defendants. Class Counsel shall receive a pro rata share from each payment made by  
12 Defendants: \$21,125 from distributions two through seven to the Class. In addition, and subject to  
13 Court approval, the Claims Administrator shall pay from the common fund to Class Counsel the  
14 costs incurred in connection with prosecution of the Class Action in an amount not to exceed Forty-  
15 Nine Thousand Dollars (\$49,000.00) from the first annual payment distribution. If the Court does  
16 not approve payment of \$126,750 in attorneys' fees to Class Counsel, then Class Counsel shall be  
17 paid from the common fund the amount of attorneys' fees approved by the Court.

18 34.2. Named Plaintiffs. Subject to Court approval, the Claims Administrator shall  
19 pay from the common fund enhancement payments to the Named Plaintiffs in the amount no greater  
20 than Five-Thousand Dollars (\$5,000.00) each, and shall cause an IRS Form 1099 to be issued to  
21 each such individual in that amount. The enhancement payments shall be paid to Named Plaintiffs  
22 from the first annual payment distribution and are to compensate them for the additional efforts they  
23 undertook on behalf of the class which have redounded to the benefit of the entire class. In addition,  
24 Named Plaintiffs shall be eligible to receive their proportionate share of the Net Settlement Fund  
25 through their receipt of Settlement Awards calculated in accordance with this Settlement  
26 Agreement.

27 35. On the date specified by the Implementation Schedule, and solely for purposes of  
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1 effectuating this Settlement Agreement, the Claims Administrator shall pay from the Net Settlement  
2 Fund amounts calculated in accordance with the following allocations and eligibility and settlement  
3 formula requirements:

4           35.1.     Net Settlement Fund Allocations. The Parties agree that the Net  
5 Settlement Fund shall be allocated in the following manner.

6                   35.1(a). Twenty percent (20%) shall be allocated to the settlement of  
7 class claims for unpaid wages.

8                   35.1(b). Eighty percent (80%) shall be allocated to the settlement of class  
9 claims for statutory penalties and interest.

10                  35.1(c). Ten-Thousand Dollars (\$10,000) shall be allocated to the  
11 settlement of PAGA claims, which will come from the penalties allocation.

12           35.2     Labor and Workforce Development Agency. Of the Net Settlement Fund, the  
13 Claims Administrator shall pay Seven-Thousand and Five Hundred Dollars (\$7,500) to the  
14 California Workforce Development Agency as the Agency's 75% share of PAGA penalties.

15           35.3     Eligible Class Members. The Claims Administrator shall pay Settlement  
16 Awards from the remainder of the Net Settlement Fund to Eligible Class Members who do  
17 not opt-out of the Settlement Class. The Claims Administrator shall calculate the amount of  
18 individual Settlement Awards using a formula based on the number of shifts during the  
19 Class Period that Eligible Class Members worked for Defendants. Plaintiffs' expert, Dwight  
20 D. Steward, Ph.D. of EmployStats analyzed time punch and earnings records provided by  
21 Defendants, and calculated the number of eligible shifts worked by class member (e.g. when  
22 employees worked shifts of five or more hours). From these same records, EmployStats  
23 determined the number of alleged meal period, overtime and split shift violations within  
24 those shifts for those workers. Then, EmployStats combined the workers' number of alleged  
25 violations by claim, and using their hourly rates, estimated total classwide damages.  
26 EmployStats also determined a violation rate for each type of claim based on these data,  
27 which Plaintiffs' counsel then applied to class members whose actual punch card records  
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1 were not provided by Defendants, but for whom the Parties did have data on the number of  
2 shifts worked. Based on the individual damages of the class members, Plaintiffs' counsel  
3 determined the pro rata share or percentage that each worker would be entitled to from the  
4 collective total amount allegedly owed. The Claims Administrator shall use these same  
5 percentages in computing each Settlement Class Member's respective portion of the Net  
6 Settlement Amount.

7 36. The portion of any Settlement Award that is allocable to the settlement of claims for  
8 unpaid wages under the terms of this Settlement Agreement shall be paid through the Claims  
9 Administrator in a net amount after applicable state and federal tax withholdings, and any other  
10 deductions required by state and local law. The Claims Administrator shall cause an IRS Form W-2  
11 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of  
12 claims for unpaid wages under the terms of this Settlement Agreement. In addition, the Claims  
13 Administrator shall cause IRS Forms 1099 to be issued with respect to the portion of any Settlement  
14 Award that is allocable to the settlement of claims for statutory penalties and interest under the  
15 terms of this Settlement Agreement.

16 37. The Claims Administrator shall have the responsibility for determining eligibility for  
17 and the gross and net amounts of any Settlement Awards of Eligible Class Members, and the gross  
18 and net amounts of the enhancement payments to Named Plaintiffs. All eligibility and Settlement  
19 Award determinations shall be based on data to be provided to the Claims Administrator by  
20 Plaintiffs' Counsel.

21 38. The employee portion of all applicable income and payroll taxes will be the  
22 responsibility of the Named Plaintiffs and the individual Class Member receiving any Settlement  
23 Awards or enhancement payments. Each Named Plaintiffs and Class Member agrees to indemnify,  
24 defend and hold harmless the Defendants from any claims, demands, liens, deficiencies, levies,  
25 assessments, executions, judgments or recoveries related to the employee portion of such taxes by  
26 any governmental entity or any other third party against the Defendants for any amounts claimed  
27 due by such third parties on account of this Agreement to each Class Member.  
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1           39.     On the date specified by the Implementation Schedule, the Claims Administrator  
2 shall provide Defendants and Class Counsel with (i) a list of the names and social security or  
3 individual taxpayer identification numbers of all Eligible Class Members who the Claims  
4 Administrator has determined shall receive Settlement Awards and, for each such Eligible Class  
5 Member (ii) the gross and net amount of that portion of his or her Settlement Award allocable to the  
6 settlement of claims for unpaid wages under this Settlement Agreement, and (iii) the gross and net  
7 amount of that portion of his or her Settlement Award allocable to the settlement of claims for  
8 statutory penalties and interest under this Settlement Agreement. This information shall be used to  
9 manage the notice process and shall remain confidential, except for the Parties, counsel for the  
10 Parties and applicable taxing authorities, or pursuant to express written authorization of the  
11 individual in question, or by order of the Court.

12           40.     Defendants and their attorneys agree not to oppose any application for attorneys' fees  
13 or costs by Class Counsel, so long as any such application is consistent with the provisions of this  
14 Settlement Agreement. Any attorneys' fees or costs incurred in connection with prosecution of the  
15 Class Action against Defendants payable under this Settlement Agreement shall be paid to Class  
16 Counsel by the Claims Administrator from the common fund no later than the date or dates  
17 specified in the Implementation Schedule.

18           41.     The Parties agree that the Claims Administrator shall arrange for the opening of an  
19 interest bearing trust account (the "trust account") to and from which the Settlement Fund will be  
20 paid. The Claims Administrator shall have exclusive control over the trust account subject to and  
21 consistent with the terms of this Settlement Agreement. All interest earnings on the trust account  
22 shall accrue to the common fund, and all taxes owed on such interest earnings shall be paid by the  
23 Claims Administrator from the common fund. Any and all common fund amounts to be paid by  
24 Defendants under the terms of this Settlement Agreement shall be wire transferred to the trust  
25 account by the dates specified in the Implementation Schedule. The Claims Administrator shall be  
26 responsible for providing Defendants the trust account information necessary to effectuate any wire  
27 transfer of funds required by this Settlement Agreement, including any employer's share of payroll  
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1 taxes.

2 42. No person or entity shall have any claim against Defendants , the Named Plaintiffs,  
3 the Settlement Class, or Class Counsel based on distributions or payments made in accordance with  
4 this Settlement Agreement.

5 43. If the proposed Settlement is not approved by the Court and the basis for the Court's  
6 disapproval of the proposed Settlement does not involve a material term of this Settlement  
7 Agreement, then the Parties shall make good faith efforts to modify the settlement so as to gain the  
8 Court's approval. If the Parties are unable to modify the settlement so as to gain the Court's  
9 approval, then the Class Action shall proceed with respect to the Parties as if there had been no  
10 settlement.

11 44. The Named Plaintiffs and Defendants agree that the Implementation Schedule shall  
12 govern implementation of this Settlement Agreement, and that the dates set forth in the  
13 Implementation Schedule shall only be continued based on (i) the mutual consent of counsel for the  
14 Parties, or (ii) unavoidable delays due to the Court's schedule, and, then, only to the extent of those  
15 delays, or (iii) by order of the Court on its own motion or on the application or motion of any of the  
16 Parties.

17 **CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING**

18 45. As part of this Settlement Agreement, the Parties agree to the following procedures  
19 for obtaining the Court's preliminary approval of this Settlement Agreement, notifying the  
20 Settlement Class, obtaining final Court approval of this Settlement Agreement, and processing the  
21 Settlement Awards.

22 45.1. The Named Plaintiffs shall request a hearing date from the Court for  
23 preliminary approval of this Settlement Agreement. In conjunction with that request, the Named  
24 Plaintiffs shall submit this Settlement Agreement and supporting papers, which shall set forth the  
25 terms of this Settlement Agreement, and shall include the proposed forms of all notices and other  
26 documents that are necessary to implement this Settlement Agreement.

1                   45.2. Solely for purposes of this Settlement Agreement, and within the time specified  
2 by the Implementation Schedule, the Named Plaintiffs shall request the Court to enter an order  
3 preliminarily approving the proposed settlement and setting a date for the Settlement Fairness  
4 Hearing. The Preliminary Order shall provide for notice of this Settlement Agreement and related  
5 matters to be sent to Eligible Class Members as specified herein.

6                   45.3. Notice of the settlement shall be provided to the Settlement Class, and  
7 members of the Settlement Class shall submit any objections to the settlement, using the following  
8 procedures:

9                   45.3(a). The Claims Administrator has a list of all members of the Settlement Class,  
10 their last known addresses, telephone numbers, and social security or individual taxpayer  
11 identification numbers. Counsel shall supplement this information with any more recent contact  
12 information available for members of the Settlement Class. The Claims Administrator shall be  
13 responsible for preparing, printing and mailing to members of the Settlement Class the Class Notice  
14 attached hereto as Exhibit A and the Form for Disputing Estimated Settlement Payment (“Dispute  
15 Form”) attached hereto as Exhibit B. A Spanish language translation (prepared by the Claims  
16 Administrator) of all materials mailed to members of the Settlement Class by the Claims  
17 Administrator shall be included as a part of the same mailing.

18                   45.3(b). No later than the date specified in the Implementation Schedule, the Claims  
19 Administrator shall send a copy of the Class Notice in the form attached hereto as Exhibit A  
20 (including the Dispute Form attached hereto as Exhibit B), to members of the Settlement Class via  
21 First Class regular U.S. mail, postage prepaid, using the most current mailing address information  
22 available. For any Class Notice returned to the Claims Administrator as non-deliverable within 30  
23 days of the original mailing date, the Claims Administrator shall make prompt and reasonable  
24 efforts to locate the person involved, using appropriate search methods. If new address information  
25 is obtained, the Claims Administrator shall promptly re-mail the Class Notice to the addressee via  
26 First Class regular U.S. mail, postage prepaid, using the new address. If the Claims Administrator is  
27 unable to obtain new address information with regard to any Class Notice returned as non-

1 deliverable within 45 days following the original mailing date, or if a Class Notice is returned as  
2 non-deliverable more than 30 days following the original mailing date, the Claims Administrator  
3 shall be deemed to have satisfied its obligation to provide the Class Notice to the affected member  
4 of the Settlement Class through the original mailing. In the event the procedures in this paragraph  
5 are followed and the intended recipient of the Class Notice does not receive the Class Notice, the  
6 intended recipient shall nevertheless remain a member of the Settlement Class and shall be bound  
7 by all the terms of this Settlement Agreement and the Order and Final Judgment.

8           45.3(c). The Class Notice shall provide that those members of the Settlement Class  
9 who wish to object to the settlement must serve on the Claims Administrator and counsel for the  
10 Parties a written statement objecting to the settlement. Such written statement must be served on  
11 the Claims Administrator and counsel for the Parties no later than the date specified in the  
12 Implementation Schedule. The Claims Administrator will file such objections with the Court no  
13 later than three court days after the deadline. No member of the Settlement Class shall be entitled to  
14 be heard at the Settlement Fairness Hearing (whether individually or through separate counsel) or to  
15 object to this Settlement Agreement, and no written objections or briefs submitted by any member  
16 of the Settlement Class shall be received or considered by the Court at the Settlement Fairness  
17 Hearing, unless written notice of the class member's intention to appear at the Settlement Fairness  
18 Hearing, and copies of any written objections or briefs, shall have been served on the Claims  
19 Administrator and counsel for the Parties on or before the date specified in the Implementation  
20 Schedule. Members of the Settlement Class who fail to file and serve timely written objections in  
21 the manner specified above shall be deemed to have waived any objections and shall be foreclosed  
22 from making any objection (whether by appeal or otherwise) to this Settlement Agreement.

23           45.3(d). At no time shall any of the Parties or their counsel seek, solicit or otherwise  
24 encourage, directly or indirectly, members of the Settlement Class to submit written objections to  
25 the settlement, or to appeal from the Order and Final Judgment.

26           45.3(e). A Settlement Fairness Hearing shall be conducted on the date specified in  
27 the Implementation Schedule to determine final approval of the settlement along with the amounts  
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1 properly payable for (i) attorneys' fees and costs, including all costs of claims administration, and  
2 (ii) the enhancement payments to Named Plaintiffs. Upon final approval of the settlement by the  
3 Court at or after the Settlement Fairness Hearing, the Parties shall present the Order to the Court for  
4 its approval and entry. After entry of the Order, the Court shall have continuing jurisdiction for  
5 purposes of addressing settlement administration matters as may be appropriate under court rules or  
6 as set forth in this Settlement Agreement.

7 45.3(f). All members of the Settlement Class shall be eligible to receive a  
8 Settlement Award. Settlement Awards shall be paid pursuant to the settlement formula set forth  
9 herein no later than the date specified in the Implementation Schedule. The Claims Administrator  
10 shall initially determine the eligibility for, and the amounts of, any Settlement Awards under the  
11 terms of this Settlement Agreement, which shall be conclusive, final and binding on all Parties,  
12 including all members of the Settlement Class, subject to review by Counsel for the Parties and  
13 approval by the Court. Administration of the settlement shall be completed on or before the date  
14 specified in the Implementation Schedule. Upon completion of the administration of the settlement,  
15 the Claims Administrator shall provide written certification of such completion to the Court and  
16 Counsel for the Parties. Any checks reflecting Settlement Awards shall remain valid and negotiable  
17 for 180 days from the date of their issuance and may thereafter automatically be canceled if not  
18 cashed by an Eligible Class Member within that time, at which time the Eligible Class Member's  
19 claim shall be deemed void and of no further force and effect. The funds from any Settlement  
20 Award checks issued in the First Distribution that are cancelled pursuant to this paragraph shall be  
21 redistributed proportionally among the class members as part of subsequent distributions.

22 45.3(g). The Parties agree to cooperate in the settlement administration process and  
23 to make all reasonable efforts to facilitate the administration of the settlement.

24 45.3(h). In the event (i) the Court does not enter the Preliminary Order specified  
25 herein, (ii) the Court does not finally approve the settlement terms as provided herein, (iii) the Court  
26 does not enter the Order and Final Judgment as provided herein, or (iv) the settlement does not  
27 become final for any other reason, this Settlement Agreement shall be null and void and any order or  
28

1 judgment entered by the Court in furtherance of this settlement shall be treated as void *nunc pro*  
2 *tunc*. In such a case, any and all unexpended funds in the trust account, including any and all  
3 interest earnings, shall be returned immediately to Defendants by the Claims Administrator, and the  
4 Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

5 45.3(i). In the event an appeal is filed from the Court's Order and Final Judgment, or  
6 any other appellate review is sought prior to the Effective Date, administration of the settlement  
7 shall be stayed pending final resolution of the appeal or other appellate review.

8 45.3(j). The Claims Administrator shall keep Class Counsel apprised of all  
9 distributions from the trust account and, upon completion of the administration of the settlement the  
10 Claims Administrator shall provide written notice of such completion to Counsel for the Parties.

11 46. The terms of this Settlement Agreement include the terms set forth in any of the  
12 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The  
13 Exhibits to this Settlement Agreement are an integral part of this Settlement Agreement. Except as  
14 set forth in the Exhibits to this Settlement Agreement, in the event of any conflict between this  
15 Settlement Agreement and the Exhibits, the terms of this Settlement Agreement shall control.

16 47. The Parties agree to hold all proceedings in the Class Action, except such  
17 proceedings as may be necessary to implement and complete this Settlement Agreement, in  
18 abeyance pending the Settlement Fairness Hearing to be conducted by the Court.

19 48. This Settlement Agreement, as approved by the Court, may be amended or modified  
20 only by a written instrument signed by Class Counsel on behalf of the Settlement Class, and  
21 Defendants or their successors-in-interest, and as approved by the Court.

22 49. This Settlement Agreement constitutes the entire agreement among these Parties, and  
23 no oral or written representations, warranties or inducements have been made to any Party  
24 concerning this Settlement Agreement or its Exhibits other than the representations, warranties and  
25 covenants contained and memorialized in such documents.

26 50. Counsel for all Parties warrant and represent that they are expressly authorized by the  
27 Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate  
28



1 action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to  
2 effectuate the terms hereof, and to execute any other documents required to effectuate the terms of  
3 this Settlement Agreement. The Parties and their respective counsel shall cooperate with each other  
4 and use their best efforts to effect the implementation of this Settlement Agreement. In the event  
5 the Parties are unable to reach agreement on the form or content of any document needed to  
6 implement this Settlement Agreement, or on any supplemental provisions that may become  
7 necessary to effectuate the terms of this Settlement Agreement, the Parties agree to seek the  
8 assistance of the Court to resolve such disagreement. The person signing this Settlement Agreement  
9 on behalf of each of the Defendants represents and warrants that he or she is authorized to sign this  
10 Settlement Agreement on behalf of such Defendant.

11 51. This Settlement Agreement shall be binding upon, and inure to the benefit of, the  
12 successors or assigns of the Parties hereto, as previously defined.

13 52. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by  
14 and interpreted according to the laws of the State of California.

15 53. All notices and other communications to be provided or made to the Parties and/or  
16 Counsel for the Parties by the Claims Administrator under the terms of this Settlement Agreement  
17 shall be delivered personally, faxed, e-mailed or mailed via guaranteed next business day delivery,  
18 postage prepaid, addressed as follows:

19 **Class Counsel**  
20 Enrique Martínez  
21 LAW OFFICES OF JOHN E. HILL  
22 333 Hegenberger Road, Ste. 500  
23 Oakland, CA 94621  
24 Telephone: (510) 588-1000  
25 Facsimile: (510) 633-2504  
26 emartinez15@comcast.net  
27  
28

1 Robert Salinas  
2 SUNDEEN SALINAS & PYLE  
3 428 13<sup>th</sup> Street, Eighth Floor  
4 Oakland, California 94612  
5 Telephone: (510) 663-9240  
6 Facsimile: (510) 663-9241  
7 bob@ssrplaw.com

8 **Counsel for Defendants**

9 Michelle R. Ferber  
10 Jonathan R. Babione  
11 FERBER LAW, A PROFESSIONAL CORPORATION  
12 2603 Camino Ramon, Suite 385  
13 San Ramon, CA 94583  
14 Telephone: (925) 355-9800  
15 Facsimile: (925) 355-9801  
16 mferber@danvillelaw.com  
17 jbabione@danvillelaw.com

18 54. This Settlement Agreement may be executed in one or more counterparts and by  
19 facsimile signatures (which shall be deemed originals). All executed counterparts and each of them  
20 shall be deemed to be one and the same instrument provided that counsel for the Parties to this  
21 Settlement Agreement shall exchange among themselves signed counterparts.

22 55. The Parties believe this Settlement Agreement is a fair, adequate and reasonable  
23 settlement of the Class Action and have arrived at this Settlement Agreement through good faith  
24 negotiations, taking into account all relevant factors, present and potential.

25 56. The Court shall retain jurisdiction with respect to the interpretation, implementation  
26 and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in  
27 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court  
28 for purposes of the Court's interpreting, implementing and enforcing the settlement embodied in  
this Settlement Agreement and all orders and judgments entered in connection therewith.

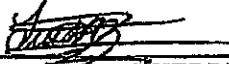
57. Each of the Parties has cooperated in the drafting and preparation of this Settlement  
Agreement. Hence, in any construction made of this Settlement Agreement, the same shall not be  
construed against any of the Parties.

58. The Named Plaintiffs agree to sign this Settlement Agreement and by signing this

1 Settlement Agreement are bound by the terms herein stated and further agree not to object to any of  
2 the terms of this Settlement Agreement.

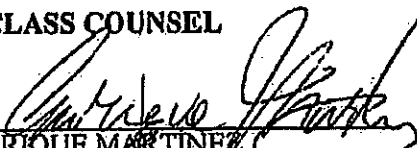
3  
4 **NAMED PLAINTIFFS**

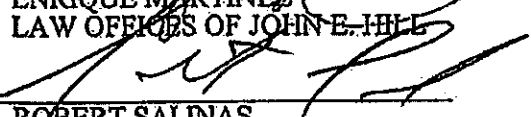
5 Dated: \_\_\_\_\_  
6 GUADALUPE ROMO

7 Dated: 05/10/17  
8   
9 JOSE LUIS HERRERA

10 Dated: \_\_\_\_\_  
11 FRANCESCA HARVEY

12 **CLASS COUNSEL**

13 Dated: 5/10/17  
14   
15 ENRIQUE MARTINEZ  
16 LAW OFFICES OF JOHN E. HILL

17 Dated: 5/10/17  
18   
19 ROBERT SALINAS  
20 SUNDEEN & SALINAS

21 Dated: \_\_\_\_\_  
22 **THE PEASANT & THE PEAR, INC.**

23 By: \_\_\_\_\_

24 Its:

25 Dated: \_\_\_\_\_  
26 **RODNEY WORTH, Individually**

27 \_\_\_\_\_  
28 **RODNEY WORTH**

1 Settlement Agreement are bound by the terms herein stated and further agree not to object to any of  
 2 the terms of this Settlement Agreement.

**NAMED PLAINTIFFS**

3  
 4  
 5 Dated: 5/10/2017 Guadalupe Romo  
 6 GUADALUPE ROMO

7 Dated: \_\_\_\_\_ JOSE LUIS HERRERA

8  
 9 Dated: \_\_\_\_\_ FRANCESCA HARVEY

**CLASS COUNSEL**

10  
 11  
 12  
 13 Dated: \_\_\_\_\_ ENRIQUE MARTINEZ  
 14 LAW OFFICES OF JOHN E. HILL

15 Dated: \_\_\_\_\_ ROBERT SALINAS  
 16 SUNDEEN & SALINAS

17  
 18 Dated: \_\_\_\_\_ THE PEASANT & THE PEAR, INC.

19  
 20 By: \_\_\_\_\_  
 21 Its: \_\_\_\_\_

22 Dated: \_\_\_\_\_ RODNEY WORTH, Individually

23  
 24 RODNEY WORTH

1 Settlement Agreement are bound by the terms herein stated and further agree not to object to any of  
2 the terms of this Settlement Agreement.

3 **NAMED PLAINTIFFS**

4  
5 Dated: \_\_\_\_\_ GUADALUPE ROMO

6  
7 Dated: \_\_\_\_\_ JOSE LUIS HERRERA

8  
9 Dated: 5/10/17 \_\_\_\_\_ FRANCESCA HARVEY

10  
11 **CLASS COUNSEL**

12  
13 Dated: \_\_\_\_\_ ENRIQUE MARTINEZ  
LAW OFFICES OF JOHN E. HILL

14  
15 Dated: \_\_\_\_\_ ROBERT SALINAS  
SUNDEEN & SALINAS

16  
17  
18 Dated: \_\_\_\_\_ THE PEASANT & THE PEAR, INC.

19 By: \_\_\_\_\_  
20 Its:

21  
22 Dated: \_\_\_\_\_ RODNEY WORTH, Individually

23  
24 RODNEY WORTH

Settlement Agreement are bound by the terms herein stated and further agree not to object to any of the terms of this Settlement Agreement.

**NAMED PLAINTIFFS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
GUADALUPE ROMO

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSE LUIS HERRERA

Dated: \_\_\_\_\_

\_\_\_\_\_  
FRANCESCA HARVEY

**CLASS COUNSEL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
ENRIQUE MARTÍNEZ  
LAW OFFICES OF JOHN E. HILL

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT SALINAS  
SUNDEEN & SALINAS

Dated: 5/11/17

**THE PEASANT & THE PEAR, INC.**

By: Rodney Worth  
Its: president

Dated: 5/11/17

**RODNEY WORTH, Individually**

Rodney Worth  
\_\_\_\_\_  
RODNEY WORTH

Dated: 5/11/17

**NATALIE REED aka NATALIE WORTH, Individually**

SETTLEMENT AGREEMENT

*Natalie*

NATALIE REED aka NATALIE WORTH

COUNSEL FOR DEFENDANTS

Dated: 5/11/17

*[Signature]*

MICHELLE FERBER  
FERBER LAW, A  
PROFESSIONAL CORPORATION

# **EXHIBIT A**



SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF CONTRA COSTA

*Romo v. The Peasant & The Pear, Inc., et al. – Case No. C14-01376  
A court authorized this notice. This is not a solicitation from a lawyer.*

**If you were employed by THE PEASANT & THE PEAR, INC. during all or part of the period from July 18, 2010 to June 30, 2014, you could receive a payment from a proposed class action settlement.**

- A proposed class action settlement (“Settlement”) has been reached between plaintiffs Guadalupe Romo, Jose Luis Herrera and Francesca Harvey (“Plaintiffs”) and The Peasant & The Pear, Inc., Rodney Worth and Natalie Worth (collectively “The Peasant” or “Defendants”). The Settlement resolves a class action lawsuit about claims that Defendants allegedly violated various California labor laws. The proposed Settlement resolves claims that:
  - The Peasant did not provide adequate meal periods (“lunches”) to its employees;
  - The Peasant did not pay overtime hours at time and a half or double time to its employees;
  - The Peasant did not pay split-shift premiums to its employees;
  - The Peasant did not provide proper itemized pay stubs to its employees; and
  - The Peasant did not pay a penalty for not paying its former employees all of their wages.
- Defendants deny that they have done anything wrong and argue that they have complied with all labor laws. Defendants entered into this Settlement only to resolve this lawsuit.
- The Court handling this case still has to decide whether to approve the Settlement. Payments will only be issued if the Court grants final approval of the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT</b>	
<b>PARTICIPATE</b>	<p>To receive cash payments from the Settlement, you do not need to do anything. If the Court approves the Settlement, annual checks will be sent to you over a period of six years.</p> <p>By participating in the Settlement, you will give up your rights to make the claims above against The Peasant.</p>
<b>EXCLUDE YOURSELF</b>	<p>Receive no payment from the Settlement but you keep all your rights against The Peasant.</p> <p>The only way for you to retain your rights against The Peasant involving the same legal claims in this case is to send a valid “Request for Exclusion” to the Claims Administrator postmarked no later than [+60 days from mailing].</p>
<b>OBJECT</b>	<p>Tell the Court why you don’t approve of this Settlement.</p> <p>If you wish to object to the Settlement, you cannot exclude yourself from the Settlement and you must mail the Claims Administrator and all of the lawyers listed in Question 15 below your written objection and supporting papers no later than [+60 days from mailing].</p>

## **FREQUENTLY ASKED QUESTIONS**

### **1. Why did I get this Notice?**

The Peasant's records show that you were employed there some time during the time period July 18, 2010 through June 30, 2014, as a kitchen worker, server, busser, hostess or bartender. The lawsuit in the Superior Court of California, County of Contra Costa, is known as *Romo v. The Peasant & The Pear, Inc.*, case number C14-01376. Guadalupe Romo, Jose Luis Herrera and Francesca Harvey are the "Plaintiffs" and the company and individuals they sued, The Peasant & The Pear, Inc., Rodney Worth and Natalie Worth are called "Defendants." The judge assigned to oversee this class action is the Honorable Barry P. Goode (the "Court").

### **2. What is this lawsuit about? And why is it a class action?**

The lawsuit involves claims that The Peasant: failed to provide meal periods to its hourly employees; failed to pay overtime premiums to its employees; failed to pay split-shift premiums to its employees; failed to provide proper itemized pay stubs to its employees; and failed to pay waiting-time penalties to its employees.

In a class action, one or more people are called the "class representatives." In this case, Guadalupe Romo, Jose Luis Herrera and Francesca Harvey are the class representatives who filed this case on behalf of themselves and other employees who have similar claims. All of these workers together are a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### **3. Who is in the Settlement Class?**

The Settlement Class is defined as follows:

Defendants' hourly employees at any point in time between July 18, 2010 and June 30, 2014 who do not opt out of the Settlement Class by having requested exclusion, and excluding workers who previously settled and released their claims by way of direct settlement with Defendants.

### **4. Why is there a Settlement?**

After the parties exchanged extensive documents and information about this lawsuit, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. The Peasant denies all of the legal claims in the case. The Class Representatives and their lawyers think the Settlement is in the best interests of all Class Members.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **5. What does the settlement provide?**

Under the terms of the Settlement, The Peasant agrees to pay a total settlement amount of \$507,000. The following amounts will be deducted from this total settlement fund if approved by the Court: attorneys' fees (not to exceed \$126,750 or 25% of the total settlement amount); attorneys' actual costs as approved by the Court (not to exceed \$49,000); an enhancement award to each of the three Plaintiffs for their service as the Class Representatives (not to exceed \$5,000); a Private Attorney General Act ("PAGA") payment in the amount of \$7,500 to the Labor and Workforce Development Agency ("LWDA"); and the fees and expenses of the Claims

Administrator (approximately \$50,000). The total Court-awarded deductions from the total settlement amount will result in a "Net Settlement Fund" of approximately \$258,750, which will be used for payments to those employees who participate in the Settlement.

Defendants will fund the Settlement in an installment plan as follows: \$6,500 one month from the date of the Final Approval Order and Judgment, and the remaining \$500,500 in seventy-seven (77) equal monthly installments of \$6,500 thereafter. Annual pro rata share payments will be made to the Class Members, Class Counsel and the Claims Administrator. Any unclaimed amounts from any distribution will revert to the Net Settlement Fund and distributed to Class Members in the subsequent distributions.

#### **6. How much will I get if I participate in the Settlement?**

If you do not opt-out of Settlement, you will be entitled to a payment of approximately \$<<estimated award>> ("Settlement Payment"), which is explained in more detail below. This payment is based on the number of shifts that you worked at The Peasant between July 18, 2010 and June 30, 2014 in which you: (1) were eligible for a meal period but were not provided with one; (2) worked overtime hours, but were not paid at an overtime rate; and (3) worked a split shift but was not paid an hour of premium wages on those shifts. **If you want to dispute your Settlement Payment, please use the Dispute Form attached to this Notice.**

If you wish to remain in the Class, you will receive six annual settlement payments. Your actual Settlement Payment may increase depending on the number of Class Members who end up participating in the Settlement. According to the Settlement, eighty percent (80%) of your Settlement Payment will be treated as penalties and interest and the Claims Administrator will provide you with a "1099-Misc" tax form for that amount. The other twenty percent (20%) will be treated as wages subject to withholding of applicable taxes and the Claims Administrator will provide you with a "W-2" tax form.

#### **7. What rights am I giving up in exchange for the Settlement Payment?**

In exchange for the Settlement Payment being provided, members of the settlement class who do not send a Request for Exclusion (defined in Question 10 below) will "Release" and discharge Defendants for all claims regarding Defendants' alleged failure to provide meal periods to its employees; failure to pay overtime premiums to its employees; failure to pay split-shift premiums to its employees; failure to provide proper itemized pay stubs to its employees; and failure to pay waiting-time penalties to its former employees.

By participating in this lawsuit and accepting the Settlement Payment, you will not be able to make a claim or file a lawsuit against Defendants, for any of the claims above. This Class Notice provides only a summary of the most pertinent terms of the settlement. The complete terms of the proposed settlement are stated in the actual Settlement Agreement that has been tentatively approved by and filed with the Court. You can view important documents about this case, including the entire Settlement Agreement, at this website: [www.cpt---.com](http://www.cpt---.com). You may also contact Class Counsel for copies, whose contact information is provided below.

## **HOW TO GET A PAYMENT**

#### **8. How do I get a payment?**

To receive a payment, you do not have to do anything. The Court will hold a fairness hearing on [insert date], and if the settlement is approved by the Court, then Settlement Payments will be sent annually to the address where you received this notice. If you would like to change the address where your Settlement Payment will be mailed, please contact the Claims Administrator at:

**Romo, et al. v. The Peasant & the Pear, Inc., et al., Claims Administrator, CPT Group Class Action**

Administrators, P.O. Box \*\*\*, Irvine, California, \*\*\*; Tel. 800-\*\*\*-\*\*\*\*

### 9. When will I get my Settlement Payments?

Checks will be mailed to participating settlement class members if and after the Court grants "final approval" of the Settlement. If the Court approves the settlement after a hearing on [insert date] (called the "Fairness Hearing"), there may be appeals. If there are any appeals resolving them could take some time, so please be patient. Provided that the Court grants "final approval" of the settlement, the first checks will be sent out within nineteen months and then annually thereafter, assuming there are no appeals. If you have questions regarding when checks will be mailed, please contact the Claims Administrator or Class Counsel.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT ("OPT OUT")**

### 10. How do I ask the Court to exclude me from the Settlement Class?

If you do not want to participate in the Settlement, you may be excluded (i.e., "opt out") by sending a timely letter in writing that contains your name, address and telephone number and which states that you do not wish to participate in the Settlement in the matter of *Romo v. The Peasant & The Pear, Inc., et al.* – Case No. C14-01376 (called a "Request for Exclusion"). If you opt out of the Settlement, you will not be releasing the claims mentioned in Question 7. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than [+60 days from mailing] to:

**Romo, et al. v. The Peasant & the Pear, Inc., et al., Claims Administrator, CPT Group Class Action Administrators, P.O. Box \*\*\*, Irvine, California, \*\*\*; Tel. 800-\*\*\*-\*\*\*\***

The Court will exclude any settlement class member who sends a complete and timely Request for Exclusion as described in the paragraph above. Requests for Exclusion that do not include all the required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any settlement class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

### 11. If I exclude myself, can I get anything from the Settlement?

No. By electing to be excluded from the Settlement Class, (1) you will not receive the check generated by the Settlement (if approved), even if you would otherwise be entitled to it; (2) you will not be bound by any further order of judgments entered for or against the Settlement Class; (3) you will have not a right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) you may present any claims against Defendants, that were included by Plaintiffs in this case.

### 12. If I don't exclude myself, can I sue later?

No. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

## THE LAWYERS IN THIS CASE

### 13. Do I have a lawyer in this case?

The following lawyers have been retained to serve as Class Counsel for the Settlement Class:

Enrique Martínez  
LAW OFFICES OF JOHN E. HILL  
333 Hegenberger Road, Suite 500  
Oakland, California 94621  
Telephone: (510) 588-1000

Robert Salinas  
SUNDEEN & SALINAS  
428 13<sup>th</sup> Street, Eighth Floor  
Oakland, California 94612  
Telephone: (510) 663-924

### 14. Who are the lawyers representing THE PEASANT & THE PEAR, INC.?

The following lawyers have been retained to represent THE PEASANT & THE PEAR, INC., in this case:

Michelle R. Ferber  
Jon Babione  
FERBER LAW, A PROFESSIONAL  
CORPORATION  
2603 Camino Ramon, Suite 385  
San Ramon, California 94583

## OBJECTING TO THE SETTLEMENT

### 15. How do I object to the Settlement?

Any member of the Settlement Class may object to the proposed Settlement, or any portion of it, by a written objection and supporting papers, which must be mailed to the Claims Administrator and all of the lawyers no later than [+60 days after mailing]. The addresses of the Claims Administrator and the lawyers are below:

CPT Group Class Action  
P.O. Box \*\*\*  
Irvine, California, \*\*\*  
Tel. 800-\*\*\*-\*\*\*\*

Enrique Martínez  
LAW OFFICES OF JOHN E. HILL  
333 Hegenberger Road, Suite 500  
Oakland, California 94621  
Telephone: (510) 588-1000

Robert Salinas  
SUNDEEN & SALINAS  
428 13<sup>th</sup> Street, Eighth Floor  
Oakland, California 94612  
Telephone: (510) 663-9240

Michelle R. Ferber  
Jon Babione  
FERBER LAW, A PROFESSIONAL  
CORPORATION  
2603 Camino Ramon, Suite 385  
San Ramon, CA 94583

A Settlement Class member who wishes to object but who fails to comply with the objection procedure described here shall be deemed not to have objected. Any member of the Settlement Class who does not timely submit written objections shall not be permitted to present his or her objections at the Court's Fairness Hearing (see Question 17). Any Settlement Class member who submits an objection remains eligible to receive monetary compensation from the Settlement. Only Settlement Class members who do not file a Request for Exclusion may object.

**16. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Settlement will no longer affect you. You will receive no money under the Settlement if you exclude yourself.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed a timely objection you may attend and you may ask to speak, but you do not have to.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing ("Fairness Hearing") on \_\_\_\_\_, 2017, at \_\_\_\_\_ in Department 17 at the Superior Court of California, County of Contra Costa, Wakefield Taylor Courthouse, which is located at 725 Court Street, Martinez, California, 94553. The Hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have filed a timely objection. The Court will also decide how much to pay Class Counsel for attorneys' fees and costs and how much of an enhancement award to pay each of the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**18. Do I have to come to the hearing?**

No. Class Counsel and Defendants' lawyers will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may also pay another lawyer at your own expense to attend the hearing and enter an appearance on your behalf, but it is not required.

## **IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

If you do nothing, you will receive the Settlement Payment set forth in response to Question 6, and you will not be able to make a claim, start a lawsuit or continue a lawsuit against Defendants, about the claims in this case described in response to Question 7 ever again.

## **GETTING MORE INFORMATION**

### **22. How do I get more information?**

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel, Counsel for Defendants, or the Claims Administrator for more information. Additionally, copies of the Settlement Agreement, pleadings, and other important filings in the case can be found at the following address: [www.cpt---.com](http://www.cpt---.com).

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR THE PEASANT & THE PEAR, INC., WITH INQUIRIES.**

BY ORDER OF THE COURT

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT B**



**Romo, et al. v. The Peasant & the Pear, Inc., et al.**  
**Contra Costa County Superior Court, Case No. C14-01376**

**FORM FOR DISPUTING ESTIMATED SETTLEMENT PAYMENT**

**RETURN THIS FORM ONLY IF YOU WISH TO DISPUTE YOUR ESTIMATED SETTLEMENT PAYMENT PORTION OR IF YOU HAVE A NEW ADDRESS. YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL, POSTMARKED ON OR BEFORE \_\_\_\_\_, 2017, TO:**

Romo, et al. v. The Peasant & the Pear, et al.  
c/o CPT Group Class Action Administrators  
P.O. Box \_\_\_\_\_  
Irvine, CA 92606

**PART I: CLAIMANT INFORMATION**

The name and mailing address that we have for you is:

***Make any address corrections here:***

<<Name>>

<<Address>>

<<Address>>

<<City>>, << State>> <<Zip>> >

ITIN Number or last 4 digits of Social Security Number:

Telephone Number:

Email:

**PART II: EMPLOYMENT INFORMATION**

**Section A: Employer's Records**

According to records maintained by Defendants, you worked at one or more of the restaurants owned by The Peasant & the Pear, Inc. for a total of <<ShiftsWkd>> between July 18, 2010 and June 30, 2014. **Based on this information, your Settlement Award is approximately \$<<EstSet>>.**

**Section B: If You Dispute the Above Information**

***Complete the following section ONLY if you believe the above information regarding your pay periods is not accurate.***

EMPLOYMENT DATES (between July 18, 2010 and June 30, 2014 ONLY):

TOTAL NUMBER OF SHIFTS WORKED (between July 18, 2010 and June 30, 2014 ONLY):

You must include all documents and other information that support your claim that the pay periods according to the employer's records are not accurate. If you do not provide satisfactory supporting documentation, your total number of qualifying shifts will be calculated based on the records provided by The Peasant & the Pear, Inc., as listed in Section A, above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

# **EXHIBIT C**

**Romo, et al. v. Peasant & the Pear, Inc., et al.**  
**Contra Costa County Superior Court, Case No. C14-01376**

**IMPLEMENTATION SCHEDULE**

	<b>EVENT</b>	<b>DATE/DEADLINE</b>	<b>REFERENCE</b>
1.	Order granting preliminary approval ("Order")		Date of Order re Prelim App ("Order")
2.	Defendants provide list of all class member addresses to Claims Admin	<b>5 days from Date of Order</b>	Order ¶ __
3.	Claims Admin sends Class Notice	<b>14 days from Date of Order</b>	Order ¶ __
4.	Opt out deadline	<b>60 days from Date Notice is sent out</b>	Order ¶ __
5.	Objection deadline	<b>60 days from Date Notice sent out</b>	Order ¶ __
6.	Award dispute deadline	<b>60 days from Date Notice sent out</b>	Order ¶ __
7.	Motions for final approval and attorney's fees due	<b>[TBD depending on final approval hearing date]</b>	Order ¶ __
8.	Any response to objections due	<b>[TBD]</b>	Order ¶ __
9.	Any reply due	<b>[TBD]</b>	Order ¶ __
10.	Hearing on motions for final approval and attorneys' fees	<b>[TBD]</b>	Order ¶ __
11.	Order granting final approval	<b>[TBD]</b>	Order ¶ __
12.	Claims Admin provides Counsel list of claimants	<b>[TBD]</b>	Settlement ¶ 39

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13.	Defendants make 78 Monthly Settlement Payments of \$6,500.00 to Claims Admin	<b>Beginning one month from the date of Final Approval and Final Judgment, paid monthly until the balance of \$507,000 is paid.</b>	Settlement ¶ 32
14.	First Distribution: partial payment of attorney costs, Named Plaintiff enhancements, LWDA, and pro rata claims administration	<b>Six months from Date of Final Approval and Final Judgment</b>	Settlement ¶¶ 32, 33, 34, 34.1, 34.2, 35, 35.1, 35.2, 35.3
15.	Second through Seventh Distributions: remaining payment of attorney costs, payment to class (payment of wages allocation and part of penalties and interest allocation) and pro rata attorney fees and claims administration	<b>Annual payments beginning one and one-half years from Date of Final Approval and Final Judgment</b>	Settlement ¶ ¶¶ 32, 33, 34, 34.1, 34.2, 35, 35.1, 35.2, 35.3
16.	Funds from any Settlement Award checks issued during the Distributions that are not cashed within 120 days will be reallocated proportionally by the Claims Admin among the class members to be distributed as part of the next subsequent Distribution.	<b>180 days from date of issuance of First six Distribution checks</b>	Settlement ¶ 45.3(f)
17.	Final Distribution: payment to class (remaining allocation of penalties and interest) and attorney fees	<b>Six and one-half years from Date of Final Approval Order</b>	Settlement ¶ 32
18.	Remaining funds paid to cy pres recipient	<b>120 days after Final distribution</b>	Settlement ¶ 32

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19.	Claims Admin provides written certification of completion of settlement administration to Court and Counsel	[TBD]	Settlement ¶ 45.3(f)
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