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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN DIEGO**

17 KENNETH ANDREW, individually, and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 CORONADO BREWING COMPANY, INC, and
22 DOES 1 through 10, inclusive,

23 Defendants

Case No.: 37-2019-00054937-CU-OE-CTL

[IMAGED FILE]

**JOINT STIPULATION FOR CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

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INTRODUCTION AND RECITALS

This Stipulation for Class Action and PAGA Settlement and Release (“Stipulation” or “Agreement”) is made by and between Kenneth Andrew (“Plaintiff”), on behalf of himself and all members of the Settlement Class, as defined below, on the one hand, and Defendant Coronado Brewing Company, Inc. (“Defendant” or “CBC”), on the other hand (collectively, the “Parties”) regarding *Andrew v. Coronado Brewing Company (San Diego County Superior Court Case No. 37-2019-00054937-CU-OE-CTL pending in Superior Court of the State of California, County of San Diego.*

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Andrew v. Coronado Brewing Company (San Diego County Superior Court Case No. 37-2019-00054937-CU-OE-CTL* and pending in Superior Court of the State of California, County of San Diego.

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Class” means all current or former non-exempt employees of Defendant who worked in California at any time during the Class Period. Additionally, there is a Waiting Time Penalty Subclass, as defined below.

1.5. “Class Counsel” means GrahamHollis APC.

1.6. “Class Counsel Fees Payment” and “Class Counsel Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and actual and documented litigation expenses, respectively, incurred in prosecuting the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and start and end dates of employment as an hourly-paid or non-exempt employee so that the number of Class Period Workweeks and PAGA Period Workweeks can be calculated by the Claims Administrator.

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1 1.8. "Class Member" or "Settlement Class Member" means a member of the Class, as either a
2 Participating Class Member or Non-Participating Class Member (including a Non-Participating Class
3 Member who qualifies as a PAGA Employee).

4 1.9. "Class Member Address Search" means the Administrator's investigation and search for
5 current Class Member mailing addresses using all reasonably available sources, methods and means
6 including, but not limited to, the National Change of Address database, Accurint or substantially similar
7 skip traces, and direct contact by the Administrator with Class Members.

8 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
9 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class
10 Members in the form, without material variation except as may be ordered by the Court, attached as
11 **Exhibit A** and incorporated by reference into this Agreement.

12 1.11. "Class Period" means the period from October 16, 2015 to September 4, 2022.

13 1.12. "Class Representative" means Kenneth Andrew, the named Plaintiff in the Operative
14 Complaint in the Action seeking Court approval to serve as a Class Representative.

15 1.13. "Class Representative Payment" means the payment to the Class Representative for
16 initiating the Action and providing services in support of the Action.

17 1.14. "Court" means the Superior Court of California, County of San Diego.

18 1.15. "Defendant" means Coronado Brewing Company, Inc., the named defendant in the Action.

19 1.16. "Defense Counsel" means Fisher & Phillips, LLP.

20 1.17. "Effective Date" means the date when all of the following events have occurred: (1) this
21 Stipulation has been executed by all Parties, Class Counsel and Defense Counsel; (2) the Court has given
22 and entered preliminary approval of the Settlement; (3) the Class Notice has been given to the Settlement
23 Class, providing them with an opportunity to object or to opt-out of this Settlement; (4) the Court has held
24 a Final Approval Hearing and entered a Final Approval Order and Judgment finally approving of this
25 Stipulation and the terms herein; and (5) the later of the following events: (i) five (5) business days after the
26 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order
27 and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii)
28 if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment

1 has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the
2 Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief. In
3 this regard, it is the intention of the Parties that the Settlement shall not become Effective until the Court’s
4 entry of an order approving the Settlement as completely final, and there is no further recourse by a Class
5 Member, an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that
6 this Settlement will not become Effective if Defendant, contrary to Paragraph 3.1, is required to pay more
7 than the total amount of its total maximum liability under the Settlement as set forth in Paragraph 3.1, except
8 as provided in Paragraph 8. It is further agreed by and between the Parties that this Settlement shall not
9 become Effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of
10 this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect
11 to any objections or the judgment, have been finally exhausted or resolved upholding the terms of this
12 Settlement.

13 1.18. “Effective Satisfaction of Judgment Date” means the date that Defendant has completely
14 funded the Gross Settlement Amount.

15 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

16 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
17 the Settlement.

18 1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval
19 of the Settlement.

20 1.22. “Funding of the Gross Settlement” means that the Gross Settlement Amount will be
21 disbursed in three installment payments based proportionately on the amount of the Gross Settlement
22 funded by Defendant at the end of each calendar year. Payment amounts for the Class Counsel Fees
23 Payment, Class Counsel Expenses Payment, Administration Expenses Payment, Class Representative
24 Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment will
25 therefore be made in three separate disbursement payment on a pro rata basis explained below. The first
26 disbursement payment will within 60 days of the date of final approval. The second disbursement will
27 occur on August 15, 2024. The third and final disbursement will occur on August 15, 2025. Defendant will
28 fund the Gross Settlement Amount through a third-party settlement claims administrator (“Settlement

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1 Administrator”) agreed upon by the Parties. Defendant will make an initial payment of \$24,074.18, on or
2 before May 31, 2023, to an escrow account facilitated by the Settlement Administrator. Thereafter,
3 Defendant will make 26 equal installment payments of \$24,074.07 by the 25th of each month starting June
4 2023 and ending July 2025, at which point the Gross Settlement Amount will be fully funded by Defendant.
5 If Defendant fails to make a payment under this funding schedule, Defendant shall be given written notice
6 of such missed payment and will have 60 days to cure. If Defendant fails to cure within the 60 days,
7 Defendant will be in default, and the entire outstanding balance of the Gross Settlement Amount will come
8 due and payable. Defendant will also be liable for the costs and attorney’s fees incurred to recover the
9 balance of the Gross Settlement Amount.

10 1.23. “Gross Settlement Amount” means \$650,000.00, which is the maximum total amount
11 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
12 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the
13 LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class
14 Representative Payment, and the Administration Expenses Payment.

15 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
16 Net Settlement Amount calculated according to the number of Workweeks worked during the Class
17 Period.

18 1.25. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 25% of the
19 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA
20 Period.

21 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

22 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency to
23 receive a share of PAGA Penalties under Labor Code § 2699, subd. (i).

24 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under
25 Labor Code § 2699, subd. (i).

26 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Representative Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment,

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1 and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members
2 as Individual Class Payments.

3 1.30. “Non-Participating Class Member” means any Class Member who opts out of the
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.31. “PAGA Employee” means a current or former non-exempt employee of Defendant who
6 worked for Defendant in California during the PAGA Period.

7 1.32. “PAGA Period Workweek” number of weeks during which a PAGA Employee worked for
8 Defendant during the PAGA Period, calculated by dividing the total number of calendar days in which a
9 PAGA Employee worked for Defendant during the PAGA Period as a non-exempt employee for
10 Defendant in California (less any days on a leave of absence) by seven.

11 1.33. “PAGA Period” means the period between August 12, 2018, through September 4, 2022.

12 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

13 1.35. “PAGA Notice” means Plaintiff’s April 16, 2019 Notice to Defendant and the LWDA
14 pursuant to Labor Code § 2699.3, subd.(a).

15 1.36. “PAGA Penalties” means \$30,000.00, the total amount of PAGA civil penalties to be paid
16 from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$7,500.00) and 75% to the
17 LWDA (\$22,500.00) in settlement of PAGA claims.

18 1.37. “Participating Class Member” means a Class Member who does not submit a valid and
19 timely Request for Exclusion from the Settlement.

20 1.38. “Plaintiff” means Kenneth Andrew, the named plaintiff in the Action.

21 1.39. “Preliminary Approval” means the Court’s order granting preliminary approval of the
22 Settlement.

23 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.1
24 below.

25 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2
26 below.

27 1.42. “Released Parties” means: Defendant Coronado Brewing Company, Inc. and its former,
28 present and future owners, predecessors, parent companies, subsidiaries, investors, affiliates, divisions,

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1 and all of their current, former and future officers, directors, members, managers, employees, consultants,
2 partners, shareholders, joint ventures, agents, successors, assigns, accountants, insurers, attorneys, and
3 representatives.

4 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be
5 excluded from the Class Settlement signed by the Class Member.

6 1.44. "Response Deadline" means 60 calendar days after the Administrator mails Notice to
7 Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax or
8 mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement.

9 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.46. "Waiting Time Penalty Subclass." The Waiting Time Penalty Subclass is defined as all
12 members of the Settlement Class whose employment with Defendant ended at any time from October 16,
13 2016 to September 4, 2022. Waiting Time Penalty Subclass Members will be credited with six (6) additional
14 compensable Workweeks for purposes of determining the Participating Class Members' pro rata shares of
15 the Net Settlement Amount.

16 1.47. "Workweek" means the number of weeks during which a Class Member worked for
17 Defendant during the Class Period, calculated by dividing the total number of calendar days in which a
18 Class Member worked for Defendant during the Class Period as a non-exempt employee for Defendant in
19 California (less any days on a leave of absence) by seven.

20 **2. RECITALS.**

21 2.1 Plaintiff Kenneth Andrew filed a class and PAGA action in San Diego County Superior
22 Court on October 16, 2019 against Defendant. The operative complaint alleges the following causes of
23 action on behalf of Plaintiff and the members of the putative class: (1) Failure to Provide Meal Periods;
24 (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay
25 Overtime Wages; (5) Failure to Maintain Accurate Records; (6) Failure to Provide Accurate Itemized
26 Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8)
27 Violation of Business & Professions Code section 17200; and (9) Violation of Cal. Labor Code §§ 2698,
28 et seq. (PAGA).

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1 2.2 Defendant adamantly denies any liability or wrongdoing of any kind whatsoever associated
2 with the claims alleged in the Action and the PAGA Notice, that Plaintiff is an adequate representative to
3 allege class and/or representative claims, including possessing standing under PAGA, and further denies
4 that, for any purpose other than this Settlement, that the Action is appropriate for class or representative
5 treatment. With respect to Plaintiff’s claims, Defendant contends, among other things, that it has complied
6 with all applicable state, federal and local laws affecting Plaintiff and the Settlement Class Members.

7 2.3 Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and
8 the LWDA by sending PAGA Notices on April 6, 2019.

9 2.4 On June 6, 2022, the Parties participated in an all-day private mediation presided over by
10 Tripper Ortman, Esq., which led to this Agreement to settle the Action. The Settlement is the product of
11 arm’s length negotiations by highly skilled and well-informed counsel.

12 2.5 It is the desire of the Parties to fully, finally and forever settle, compromise and discharge
13 all disputes and claims alleged or that could have been alleged and/or arising from the representative
14 allegations and causes of action stated in the entire Action. To achieve a full and complete release of
15 Defendant and the specific additional entities and persons identified herein, each Settlement Class
16 Member acknowledge that this Stipulation is intended to include in its effect all claims contained in the
17 Action and the PAGA Notice and any additional wage and hour claims that could have been brought based
18 on the facts alleged in the Action and/or PAGA Notice during the Class Period and PAGA Period.

19 2.6 Prior to mediation, Plaintiff obtained the Class List, Defendant’s policies and procedures
20 related to the claims asserted, and a sample of the timekeeping and payroll records for all Class Members.

21 2.7 Prior to mediation, Plaintiff also obtained Defendant’s financial records, which included:
22 tax returns, profits and loss statements, and balance sheets identified as bates CBC001443-1523 and
23 CBC_Mediation_000001 – CBC_Mediation_000217. By signing this Settlement Agreement, Defendant
24 authenticates that these financial records are substantially accurate. Defense Counsel will maintain copies
25 of these documents until the Settlement Judgment is satisfied, while Plaintiff’s counsel will destroy these
26 documents after Final Approval is granted.

27 2.8 The Parties, Class Counsel, and Defense Counsel are not aware of any other pending matter
28 or action asserting claims that will be extinguished or affected by the Settlement.

1 **3. MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
3 agrees to pay a maximum total amount of \$650,000.00 (six hundred fifty thousand dollars) as the Gross
4 Settlement Amount, and to separately pay the applicable employer-side payroll taxes owed on the Wage
5 Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement
6 Amount or any applicable payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement.
7 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring
8 Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None
9 of the Gross Settlement Amount will revert to Defendant.

10 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the
11 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
12 Approval:

13 3.2.1 To Plaintiff: A Class Representative Payment to Class Representative of not more
14 than \$7,500 as approved by the Court (in addition to any Individual Class Payment he is
15 entitled to receive as a Participating Class Member and any Individual PAGA Payment he
16 is entitled to receive) as a service award to Plaintiff for his participation in this Action and
17 in exchange for Plaintiff’s execution of general release of all claims against Defendant in
18 Plaintiff’s individual capacity and Civil Code section 1542, as outlined in Paragraph 5.3 of
19 this Agreement. Defendant will not oppose Plaintiff’s request for a Class Representative
20 Payment that does not exceed this amount. If the Court approves a Class Representative
21 Payment less than the amount requested, the Administrator will retain the remainder in the
22 Net Settlement Amount. The Administrator will pay the Class Representative Payment
23 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
24 owed on the Class Representative Payment.

25 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
26 the Gross Settlement Amount, which is currently estimated to be \$216,666.67, and a Class
27 Counsel Expenses Payment of not more than \$24,000.00 as reimbursement of Class
28 Counsel’s actual and documented litigation costs, both as approved by the Court.

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Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for Class Counsel Fees Payment and Class Counsel Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$23,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$23,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and PAGA Employees: PAGA Penalties allocated to the LWDA PAGA Payment and to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees’ 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Period Workweeks worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee’s PAGA Period Workweeks. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all

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1 Participating Class Members during the Class Period and (b) multiplying the result by each
2 Participating Class Member’s Workweeks.

3 3.2.5.1 Tax Allocation of Individual Class Payments. The Parties agree that 10% of each
4 Participating Class Member’s Individual Class Payment will be allocated to settlement of
5 wage claims (the “Wage Portion”). The Wage Portions will be subject to tax withholding
6 and reported on an IRS W-2 Form. The remaining 90% of each Participating Class
7 Member’s Individual Class Payment will be allocated to settlement of claims for other
8 damages and interest (the “Non-Wage Portion”). The Parties also agree that 100% of the
9 Individual PAGA Payments will be treated as penalties sought in the lawsuit. The Non-
10 Wage Portions will not be subject to wage withholdings and will be reported on IRS 1099
11 Forms. Participating Class Members assume full responsibility and liability for any
12 employee taxes owed on any portion of their Individual Class Payment.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 4.1 Workweeks. The total compensable workweeks are estimated to be approximately 42,082
15 for the Class Period. Waiting Time Penalty Subclass Members will be credited with six (6) additional
16 compensable workweeks. The additional workweeks added for Waiting Time Penalty Subclass Members
17 will not count for purposes of the Parties’ Escalator Clause. If the final accounting of the number of weeks
18 worked during the Class Period increases by more than 15% other than due to the passage of time beyond
19 June 6, 2022, Defendant will increase the Gross Settlement Amount by a proportional amount or, if the
20 Defendant chooses, the Class Period shall be deemed to end on the date that the total number of workweeks
21 in the Class Period exceeds 42,082 weeks by 15% other than due to the passage of time. For example, if
22 the total number of workweeks in the Class Period increases by sixteen percent (16%) at the time of
23 preliminary approval other than due to the passage of time, then Defendant agrees to increase the Gross
24 Settlement Amount by sixteen percent (16%), unless Defendant exercises the right to end the Class Period
25 on the date that the total workweeks increased by 16% more than 42,082 other than due to passage of
26 time.

27 4.2 Class Data. Not later than 10 business days after the Court grants Preliminary Approval of
28 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a confidential

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1 Microsoft Excel spreadsheet, which is not to be shared or provided to Class Counsel at any time or in any
2 form. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in
3 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
4 access to the Class Data to Administrator employees who need access to the Class Data to effect and
5 perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good
6 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7 4.3 Funding of Gross Settlement Amount. The Gross Settlement Amount will be disbursed in
8 three installment payments based proportionately on the amount of the Gross Settlement funded by
9 Defendant at the end of each calendar year. Payment amounts for the Class Counsel Fees Payment, Class
10 Counsel Expenses Payment, Administration Expenses Payment, Class Representative Payment,
11 Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment will therefore be
12 made in three separate disbursement payment on a pro rata basis explained below. The first disbursement
13 payment will be within 60 days of the date of final approval. The second disbursement will occur on
14 August 15, 2024. The third and final disbursement will occur on August 15, 2025. Defendant will fund
15 the Gross Settlement Amount through the Settlement Administrator agreed upon by the Parties. Defendant
16 will make an initial payment of \$24,074.18, on or before May 31, 2023, to an escrow account facilitated
17 by the Settlement Administrator. Thereafter, Defendant will make 26 equal installment payments of
18 \$24,074.07 by the 25th of each month starting June 2023 and ending July 2025, at which point the Gross
19 Settlement Amount will be fully funded by Defendant. If Defendant fails to make a payment under this
20 funding schedule, Defendant shall be given written notice of such missed payment and will have 60 days
21 to cure. If Defendant fails to cure within the 60 days, Defendant will be in default, and the entire
22 outstanding balance of the Gross Settlement Amount will come due and payable. Defendant will also be
23 liable for the costs and attorney’s fees incurred to recover the balance of the Gross Settlement Amount.

24 4.4 Payments from the Gross Settlement Amount.

25 4.4.1 Payments from the Gross Settlement Amount shall be made on a pro rata basis
26 towards Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration
27 Expenses Payment, Class Representative Payment, Individual Class Payments, Individual
28 PAGA Payments, and LWDA PAGA Payment, in amounts based on the percentage of the

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total Gross Settlement Amount that is funded at the time of distribution. For example, if 30% of the Gross Settlement Amount is funded at the first distribution, 30% of the amount owed for Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration Expenses Payment, Class Representative Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment shall be paid at that distribution. Monthly distributions of Class Counsel’s Fees Payment and Class Counsel’s Expenses Payment shall be permitted if it does not result in extra settlement administration costs.

4.4.2 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members. The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database and conduct an Accurint or substantially similar skip traces.

4.4.3 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.4 Any funds from payments to the Settlement Class that are returned or have not been cashed within 180 days after the First Disbursement or Second Disbursement will revert back to the Net Settlement Amount for inclusion in the calculation of future disbursement

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1 payments to the Settlement Class. Settlement Class Members who do not cash their checks
2 will not be included in future disbursements to the Settlement Class. Any funds from
3 payments to the Settlement Class that are returned or have not been cashed within 180
4 days of the Third Disbursement will be distributed to Voices for Children a *cy pres*
5 beneficiary.

6 4.4.5 The payment of Individual Class Payments and Individual PAGA Payments shall
7 not obligate Defendant to confer any additional benefits or make any additional payments
8 to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
9 Agreement. All Individual Class Payments and Individual PAGA Payments made to Class
10 Members shall be deemed to be income to such Class Member solely in the year in which
11 such payments are actually received by the Class Members. It is expressly understood and
12 agreed that the receipt of such payments will not entitle any Class Member to additional
13 compensation or benefits under any company retirement, sick, vacation, bonus, contest or
14 other compensation or benefit plan or agreement in place during the period covered by the
15 Settlement, nor will it entitle any Class Member to any increased retirement, 401(k)
16 benefits or matching benefits, or deferred compensation benefits. It is the intent of this
17 Stipulation that the Individual Class Payments and Individual PAGA Payments provided
18 for in this Stipulation are the sole payments to be made by Defendant to the Class Members
19 in connection with this Settlement, and that the Class Members are not entitled to any new
20 or additional compensation or benefits as a result of having received such payments
21 (notwithstanding any contrary language or agreement in any benefit or compensation plan
22 document that might have been in effect during the period covered by this Settlement).

23 **5. RELEASES OF CLAIMS.**

24 5.1 Released Class Claims. Upon the Effective Date, and except as to the right to enforce the
25 terms and conditions of this Agreement, each Participating Class Member shall fully and finally release
26 and discharge Defendant Coronado Brewing Company, Inc. and its former, present and future owners,
27 predecessors, parent companies, subsidiaries, investors, affiliates, divisions, and all of their current, former
28 and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint

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1 ventures, agents, successors, assigns, accountants, insurers, attorneys, and representatives (collectively,
 2 the “Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of any
 3 nature or description alleged in the Action against Defendant or could have been litigated based on the facts
 4 and circumstances alleged in the entire Action against Defendant, arising under the Operative Complaint,
 5 including but not limited to, all claims under the California Labor Code, Wage Orders, and related orders
 6 of the California Industrial Commission and Business and Professions Code section 17200, *et seq.* alleged
 7 in the Action or which could have been alleged based on the facts alleged in the Action, including all of
 8 the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods;
 9 (3) Failure to Pay Minimum & Regular Wages.; (4) Failure to Pay Overtime Wages; (5) Failure to
 10 Indemnify Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7)
 11 Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business &
 12 Professions Code section 17200, and (9) Failure to Maintain Accurate Records (the “Released Claims”).
 13 The claims released under this paragraph shall include, but not necessarily be limited to, claims for: meal
 14 period violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay
 15 compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time
 16 wages; all theories related to unpaid wages (including but not limited to off-the-clock work, time shaving,
 17 time rounding, on-call time, working through meal periods, regular rate claims, on-duty meal period
 18 violations, or any other claims giving rise to minimum and/or overtime violations); unpaid meal period
 19 penalties; unpaid rest period penalties; wage statement violations; failure to reimburse business expenses;
 20 failure to pay wages upon separation from employment; late payment of wages; waiting time penalties;
 21 any claims under Business & Professions Code section 17200, as well as any damages, restitution,
 22 disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting
 23 therefrom. This release and waiver, however, shall be conditional on the full payment of the Gross
 24 Settlement Amount necessary to fund all payment obligations, and will only release such claims during
 25 the Class Period.

26 5.2 Released PAGA Claims: Upon the Effective Date, all PAGA Employees shall fully and
 27 finally release and discharge the Released Parties from all causes of action and claims for civil penalties
 28 under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Action, in

1 Plaintiff's LWDA Notice, or reasonably could have been alleged based on the facts and legal theories
2 contained in the Action, including claims for civil penalties based on the following: (1) Failure to Provide
3 Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4)
4 Failure to Pay Overtime Wages; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to
5 Provide Accurate Itemized Wage Statements; and (7) Failure to Timely Pay All Wages Due Upon
6 Separation of Employment. This release and waiver, however, shall be conditional on the full payment of
7 the Gross Settlement Amount necessary to fund all payment obligations, and will only release such claims
8 during the PAGA Period. PAGA Employees cannot exclude themselves from the PAGA release contained
9 in this paragraph.

10 5.3 General Release by Plaintiff. In exchange for the Class Representative Payment, upon the
11 Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, Plaintiff
12 releases the Released Parties from any and all charges, complaints, claims, causes of action, demands,
13 disputes, damages, business expenses, attorneys' fees, costs, losses, and liabilities of any kind or nature
14 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any
15 time, had, claimed to have, or Plaintiff may have, including but not limited to any and all claims arising
16 out of, relating to, or resulting from his employment with and separation of employment with Released
17 Parties, including any claims arising under any federal, state, or local law relating to employment,
18 including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended
19 ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical
20 Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the California Family
21 Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages
22 or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the
23 California Labor Code; Business and Professions Code §§ 17200 *et seq.*; all laws relating to violation of
24 public policy, retaliation, or interference with legal rights; any and all other employment or discrimination
25 laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
26 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as
27 a release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly does not
28 include a release of any claims that cannot be released hereunder by law. Nothing in this Agreement

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1 prohibits Plaintiff from filing a charge or complaint or communicating with a government agency where,
 2 as a matter of law, Defendant may not restrict Plaintiff's ability to do so. However, Plaintiff hereby waives
 3 his rights to any monetary benefits or recovery in connection with any such claim, charge or proceeding,
 4 except this Agreement does not limit Plaintiff's right to receive an award for information provided to any
 5 government agencies. Nothing in this Agreement waives Plaintiff's right to testify or prohibits him from
 6 testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or
 7 alleged sexual harassment when he has been required or requested to attend the proceeding pursuant to a
 8 court order, subpoena or written request from an administrative agency or the California state legislature.
 9 Plaintiff understands and expressly agrees that this Agreement extends to any and all claims that he has
 10 against Released Parties, of whatever nature and kind, known or unknown, suspected or unsuspected,
 11 vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring
 12 in whole or in part, on or before the Effective Satisfaction of Judgment Date of this Agreement. Any and
 13 all rights granted under any state or federal law or regulation limiting the effect of this Settlement
 14 Agreement, including the provisions of section 1542 of the California Civil Code, are hereby expressly
 15 waived. Section 1542 of the California Civil Code reads as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
 17 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
 18 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM
 19 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
 20 THE DEBTOR OR RELEASED PARTY.

21 **6. MOTION FOR PRELIMINARY APPROVAL.**

22 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
 23 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
 24 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of
 25 the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
 26 Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
 27 the Class Action and PAGA Settlement and Release; (iii) a draft proposed Class Notice; (iv) a signed
 28 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and

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1 attesting to its willingness to serve; competency; operative procedures for protecting the security of Class
2 Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all
3 facts relevant to any actual or potential conflicts of interest with Class Members ,and/or the proposed Cy
4 Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
5 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
6 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the
7 Administrator, and the proposed Cy Pres; (vi) a signed declaration from each Class Counsel firm attesting
8 to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary
9 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
10 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd.
11 (l)(2));and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the
12 Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration
13 shall aver that they are not aware of any other pending matter or action asserting claims that will be
14 extinguished or adversely affected by the Settlement. Class Counsel will provide the drafts in (i) to (iii) to
15 Defense Counsel before filing for review and comment.

16 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
17 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full
18 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval;
19 and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
20 responsible for delivering the Court’s Preliminary Approval to the Administrator.

21 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
23 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
24 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
25 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
26 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
27 and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

28 7. SETTLEMENT ADMINISTRATION.

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1 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as
2 the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by
3 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
4 payment of Administration Expenses. The Parties and their Counsel represent that they have no interest
5 or relationship, financial or otherwise, with the Administrator other than a professional relationship arising
6 out of prior experiences administering settlements.

7 7.2 Employer Identification Number. The Administrator shall have and use its own Employer
8 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
9 federal tax authorities.

10 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
11 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

12 7.4 Notice to Class Members.

13 7.4.1 No later than three (3) business days after receipt of the Class Data, the
14 Administrator shall notify Class Counsel that the list has been received and state the
15 number of Class Members, PAGA Members, and Workweeks in the Class Data.

16 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10
17 calendar days after receiving the Class Data, the Administrator will send to all Class
18 Members identified in the Class Data, via first-class United States Postal Service (“USPS”)
19 mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A.
20 The first page of the Class Notice shall prominently estimate the dollar amounts of any
21 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
22 and the number of Workweeks and PAGA Period Workweeks used to calculate these amounts.

23 Before mailing Class Notices, the Administrator shall update Class Member addresses using
24 the National Change of Address database and an Accurint or substantially similar skip trace.

25 7.4.3 Not later than three business (3) days after the Administrator’s receipt of any Class
26 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
27 Notice using any forwarding address provided by the USPS. If the USPS does not provide
28 a forwarding address, the Administrator shall conduct a Class Member Address Search,

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and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 10 calendar days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement not later than 10 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion.

7.5.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name and address. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.

7.5.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can clearly ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final

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1 and not appealable or otherwise susceptible to challenge. If the Administrator has reason
2 to question the authenticity of a Request for Exclusion, the Administrator may demand
3 additional proof of the Class Member’s identity. The Administrator’s determination of
4 authenticity shall be final and not appealable or otherwise susceptible to challenge.

5 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
6 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits
7 and bound by all terms and conditions of the Settlement, including the Participating Class
8 Members’ Release under Paragraph 5.1 of this Agreement, regardless of whether the
9 Participating Class Member actually receives the Class Notice or objects to the Settlement.

10 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or
12 have the right to object to the class action components of the Settlement. Non-Participating
13 Class Members who are PAGA Employees are deemed to release the claims identified in
14 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

15 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 calendar days
16 after the Administrator mails the Class Notice (plus an additional 10 calendar days for Class Members
17 whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Period Workweeks
18 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by
19 communicating with the administrator via fax or mail. The Administrator must encourage the challenging
20 Class Member to submit supporting documentation. In the absence of any contrary documentation, the
21 Administrator is entitled to presume that the Workweeks and PAGA Period Workweeks contained in the
22 Class Notice are correct so long as they are consistent with the Class Data. The Administrator’s
23 determination of each Class Member’s allocation of Workweeks shall be final and not appealable or
24 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
25 the calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator’s
26 determination of the challenges.

27 7.7 Objections to Settlement.

28 7.7.1 Only Participating Class Members may object to the class action components of the

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Settlement, including contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and/or the Class Representative Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax or mail. In the alternative, Participating Class Members may appear in Court (or retain an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 calendar days after the Administrator’s mailing of the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Email Address and Toll-Free Number. The Administrator will establish, maintain, use and monitor a toll-free telephone number and email address to receive Class Member calls and emails.

7.8.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for

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1 Exclusion received, objections received, and challenges to Workweeks received (“Weekly
2 Report”).

3 7.8.4 Workweek Challenges. The Administrator has the authority to address and make
4 final, decisions consistent with the terms of this Agreement on all Class Member challenges
5 over the calculation of Workweeks. The Administrator’s decision shall be final and not
6 appealable or otherwise susceptible to challenge.

7 7.8.5 Administrator’s Declaration. Not later than 10 calendar days before the date by
8 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
9 Administrator will provide to Class Counsel and Defense Counsel a signed declaration
10 suitable for filing in Court attesting to its due diligence and compliance with all of its
11 obligations under this Agreement, including, but not limited to, its mailing of Class Notice,
12 the number of Class Notices returned as undelivered, the re-mailing of Class Notices,
13 attempts to locate Class Members, the total number of Requests for Exclusion from
14 Settlement it received (both valid or invalid), the number of written objections, and the
15 Exclusion List. The Administrator will supplement its declaration as needed or requested
16 by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s
17 declaration in Court

18 7.8.6 Final Report by Administrator. Within 10 calendar days after the Administrator
19 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
20 Counsel and Defense Counsel with a final report detailing its disbursements by employee
21 identification number only of all payments made under this Agreement. At least 10
22 calendar days before any deadline set by the Court, the Administrator will prepare, and will
23 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
24 Court attesting to its disbursement of all payments required under this Agreement. Class
25 Counsel is responsible for filing the Administrator's declaration in Court.

26 **8. PRO RATA INCREASE**. The total compensable workweeks are estimated to be
27 approximately 42,082 for the Class Period. If the final accounting of the number of weeks worked during
28 the Class Period increases by more than 15% other than due to the passage of time beyond June 6, 2022,

1 Defendant will increase the Gross Settlement Amount by a proportional amount or, if the Defendant
2 chooses, the Class Period shall be deemed to end on the date that the total number of workweeks in the
3 Class Period exceeds 42,082 weeks by 15% other than due to the passage of time. For example, if the total
4 number of workweeks in the Class Period increases by sixteen percent (16%) other than due to the passage
5 of time beyond June 6, 2022, then Defendant agrees to increase the Gross Settlement Amount by sixteen
6 percent (16%), unless Defendant exercises the right to end the Class Period on the date that the total
7 workweeks increased by 16% more than 42,082 other than due to passage of time. Extra workweeks
8 allocated to Waiting Time Subclass Members will not be used for purposes of the Pro Rata Increase.

9 **9. BLOW-UP PROVISION:** If ten percent (10%) or more members of the Settlement Class
10 exercise their rights to exclude themselves and opt out of the Settlement, Defendant may, in its sole
11 discretion, unilaterally withdraw from and terminate the Settlement. In the event of Defendant’s
12 withdrawal, no party may use the terms of this Settlement Agreement or the fact that the Parties had agreed
13 to the Settlement Agreement for any purpose.

14 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
15 Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that
16 includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed
17 Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs
18 shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval.
19 Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in
20 good faith, to resolve any disagreements concerning the Motion for Final Approval.

21 **10.1 Response to Objections.** Each Party retains the right to respond to any objection raised by
22 a Participating Class Member, including the right to file responsive documents in Court no later than five
23 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

24 **10.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval
25 on any material modification of the Settlement (including, but not limited to, the scope of release to be
26 granted by Class Members), the Parties will expeditiously work together in good faith to address the
27 Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision
28 to award less than the amounts requested for the Class Representative Payment, Class Counsel Fees

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1 Payment, Class Counsel Expenses Payment and/or Administrator Expenses Payment shall not constitute
2 a material modification to the Agreement within the meaning of this paragraph.

3 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
5 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
6 addressing such post-Judgment matters as are permitted by law.

7 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel
9 Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all
10 Participating Class Members who did not object to the Settlement as provided in this Agreement, waive
11 all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
12 the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
13 waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an
14 objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended
15 until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that
16 do not affect the amount of the Net Settlement Amount.

17 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires any material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted by Class
20 Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work
21 together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of
22 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after
23 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
24 Representative Payment, Class Counsel Fees Payment or Class Counsel Expenses Payment shall not
25 constitute a material modification of the Judgment within the meaning of this paragraph, as long as the
26 Gross Settlement Amount remains unchanged.

27 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
28 Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended

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1 judgment.

2 **12. ADDITIONAL PROVISIONS.**

3 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other
4 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
5 this Agreement is intended to or should be construed as an admission of liability, culpability, negligence
6 or wrongdoing by Defendant, which specifically denies any liability, culpability, negligence, or
7 wrongdoing towards Plaintiff, Class Members, or any other person for any of the allegations in the
8 Operative Complaint and/or the LWDA Notice; nor should it be intended or construed as an admission by
9 Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to class certification and
10 representative treatment for purposes of this Settlement only. If, for any reason the Court does not grant
11 Preliminary Approval, does not grant Final Approval, or does not enter Judgment, Defendant reserves the
12 right to contest certification of any class and/or the appropriateness of a PAGA representative action for
13 any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
14 right to move for class certification on any grounds available and to contest Defendant’s defenses. The
15 Settlement, this Agreement, and Parties’ willingness to settle the Action will have no bearing on, and will
16 not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
17 Settlement and this Agreement).

18 12.2 Confidentiality and Publicity. The parties and attorneys will keep the settlement
19 confidential through preliminary approval. Thereafter, the Parties will agree to make no comments to the
20 media or otherwise publicize the terms of the settlement. However, Plaintiff’s counsel shall be allowed to
21 discuss the Settlement Administration with Class Members, and disclose the Settlement to any Court for
22 any matter for the of determining Plaintiff’s counsel’s adequacy as counsel. In response to any media
23 inquiries, Plaintiff and Plaintiff’s counsel will state that “the case was resolved with Court
24 approval.” Plaintiff’s Counsel shall not report the settlement or its content in any medium or in any
25 publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on
26 their website, and shall not contact any reporters or media regarding the settlement, the Action, or their
27 content. However, Plaintiff’s counsel shall be permitted to post or report anything which would not
28 identify Defendant by name or in a manner which would not identify Defendant on their website. Nothing

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1 in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with his spouse,
2 attorneys, or tax advisors; (ii) Plaintiff’s counsel from citing the settlement in this case as evidence
3 supporting their competence as counsel in wage/hour and/or class action matters in public court filings;
4 or (iii) Plaintiff’s counsel from communicating with the Plaintiff in this case, discussions with Class
5 Members regarding the settlement, the LWDA, or with the court in which this action is pending.

6 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or to appeal from
8 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to
9 communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class
10 Members.

11 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibit shall constitute the entire agreement between the Parties relating to the
13 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
14 or by any Party.

15 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
17 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
18 to execute any other documents reasonably required to effectuate the terms of this Agreement including
19 any amendments to this Agreement.

20 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
22 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
23 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
24 to implement the Settlement, or on any modification of the Agreement that may become necessary to
25 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

26 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released

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1 and discharged by the Party in this Settlement.

2 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
3 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
4 such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
5 amended) or otherwise.

6 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
7 modified, changed, or waived only by an express written instrument signed by all Parties or their
8 representatives, and approved by the Court.

9 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
10 benefit of, the successors of each of the Parties.

11 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibit will be
12 governed by and interpreted according to the internal laws of the state of California, without regard to
13 conflict of law principles.

14 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
15 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
16 the drafter or participated in the drafting.

17 12.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
18 inserted for convenience of reference only and does not constitute a part of this Agreement.

19 12.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
20 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
21 California state court legal holiday, such date or deadline shall be on the first business day thereafter.

22 12.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts
23 by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be
24 accepted as an original. All executed counterparts and each of them will be deemed to be one and the
25 same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any
26 executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

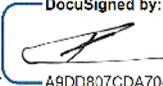
27 12.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that

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1 upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date
2 to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement
3 process.

4 IN WITNESS WHEREOF, the Parties hereto have executed this Joint Stipulation For Class
5 Action and PAGA Settlement and Release Agreement on the dates indicated below.

6 Dated: 6/23/2023

7 By:  _____
8 Kenneth Andrew
9

10 Dated:

CORONADO BREWING COMPANY, INC.

11 By: _____
12

13 Dated: 6/26/2023

14 GRAHAMHOLLIS APC
15 By:  _____
16 GRAHAM S.P. HOLLIS
17 VILMARIE CORDERO
18 HALI M. ANDERSON
19 ERIK A. DOS SANTOS
20 Attorneys for Plaintiff

21 Date:

FISHER & PHILLIPS, LLP

22 By: _____
23 DANIELLE MOORE
24 NICOLE STENOISH MYRMO
25 Attorneys for Defendant
26
27
28

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CALIFORNIA 92102

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3 process.

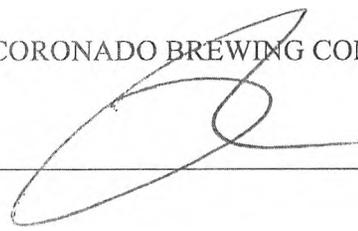
4 IN WITNESS WHEREOF, the Parties hereto have executed this Joint Stipulation For Class
5 Action and PAGA Settlement and Release Agreement on the dates indicated below.

6
7 Dated:

8 By: _____
Kenneth Andrew

9
10 Dated: 6-27-2023

CORONADO BREWING COMPANY, INC.

11
12
13 By: _____


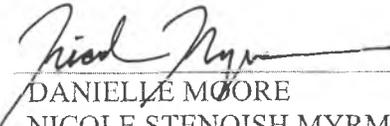
14
15 Dated:

GRAHAMHOLLIS APC

16 By: _____
17 GRAHAM S.P. HOLLIS
18 VILMARIE CORDERO
19 HALI M. ANDERSON
ERIK A. DOS SANTOS
Attorneys for Plaintiff

20
21 Date: 6/28/2023

FISHER & PHILLIPS, LLP

22
23 By: _____

24 DANIELLE MOORE
25 NICOLE STENOISH MYRMO
Attorneys for Defendant

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