

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: Any and all persons who have been employed by Defendant The 21st Amendment Brewery Cafe, LLC (“Defendant”) as non-exempt employees in California at any time from October 7, 2018 through October 15, 2021.

The California Superior Court, County of San Francisco has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned action (the “Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *What Is This Case About?*

On April 15, 2020, Plaintiff Alexandra Pelgrift, a former employee of The 21st Amendment Brewery Cafe, LLC (“Defendant”), gave notice to the California Labor and Workforce Development Agency (“LWDA”) that she believed Defendant was violating the California Labor Code with respect to all of Defendant’s hourly employees in California. Specifically, Plaintiff stated her belief that Defendant was violating Labor Code provisions related to properly paying employees for all hours worked; properly paying minimum and overtime wages; properly compensating employees for missed, interrupted, short, and late meal and rest breaks; paying employees all earned and unpaid wages in a timely manner upon employees’ discharge or termination; paying employees all wages due to them in a timely manner; providing employees with complete and accurate wage statements; keeping complete and accurate payroll records showing the hours worked daily by and the wages paid to employees; and reimbursing employees for all necessary business-related costs and expenses. The relevant Labor Code sections are sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

On June 29, 2020, after she sent the letter to the LWDA, Plaintiff initiated a PAGA-only lawsuit against Defendant in the Superior Court of California, County of San Francisco. A PAGA lawsuit is a type of representative lawsuit authorized by the Labor Code Private Attorneys General Act of 2004 (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the California Labor Code. An aggrieved employee is any person who was employed by the alleged Labor Code violator and against whom one or more of the alleged Labor Code violations was committed. An employee who files a PAGA lawsuit is acting as an agent of California’s labor law enforcement agencies, who have the power to initiate an enforcement action directly. Plaintiff’s PAGA-only lawsuit was based on the Labor Code violations Plaintiff believes Defendant committed, described in the paragraph above.

Plaintiff and Defendant (collectively, the “Parties”) attended a mediation with mediator Jeffrey A. Ross on August 30, 2021, to attempt to resolve the claims Plaintiff made against Defendant in the Action without going to trial. With the help of the mediator, the Parties were able to reach the proposed Settlement of the Action, some of the terms of which are described in this Notice.

Though Plaintiff originally filed a PAGA-only lawsuit, the Settlement called for a resolution of both PAGA and class claims. A class action is a procedure by which an employee may resolve the claims of other absent employees on a representative basis. A PAGA action is different from a class action in that an employee filing a PAGA action is not resolving the claims of absent employees but is instead acting as an agent of the State of California to obtain penalties for absent employees for Labor Code violations committed against those employees. Penalties awarded in a PAGA action are measured by the number of Labor Code violations committed by the employer, and a portion of these penalties must be paid to the State of California. In addition, members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of a PAGA action. However, aggrieved employees retain the right to pursue or recover other remedies available under state or federal law.

In line with the Parties’ decision to settle the Action, on November 4, 2021, Plaintiff filed a First Amended Complaint in the Superior Court of California, County of San Francisco. This First Amended Complaint supersedes the original complaint Plaintiff filed on June 29, 2020. The First Amended Complaint is different from Plaintiff’s original complaint in that the First Amended Complaint directly asserts class claims based on the same theories of liability for which Plaintiff previously only pursued PAGA penalties. The Labor Code sections relevant to the class claims Plaintiff asserted in her First Amended Complaint are the same Labor Code sections that Plaintiff alleged Defendant violated in her letter to the LWDA, as well as section 17200 of the California Business & Professions Code.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, by whom all liability is expressly denied.

2. *Why Have I Received This Notice?*

Defendant's personnel records indicate that you may be a Class Member. You are a Class Member if you were employed by Defendant as a non-exempt employee in California at any time from October 7, 2018 through October 15, 2021 ("Class Period"). In addition, you are an Eligible Aggrieved Employee if you were employed by Defendant as a non-exempt employee in California at any time from April 15, 2019 through October 15, 2021 ("PAGA Timeframe").

A Preliminary Approval Hearing regarding the proposed Settlement – the terms of which the Parties agreed to pursuant to the mediation on August 30, 2021 – was held on March 18, 2022, in the Superior Court of California, County of San Francisco. At the Preliminary Approval Hearing, the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The purpose of this Notice is to inform you of the proposed Settlement and advise you of your rights with respect to the proposed Settlement.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on August 8, 2022, at 9:00 a.m., before the Honorable Ethan P. Schulman, located at 400 McAllister Street, San Francisco, California 94102, Department 304 (Civic Center Courthouse).

3. *What Are My Options?*

As a Class Member and/or Eligible Aggrieved Employee, you have options with respect to your involvement in the proposed Settlement. Each option has its consequences, which you should understand before making your decision. The table below summarizes your rights with respect to each option and the steps you must take to select each option. These options are also explained in more detail later in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

OPTIONS	CLASS MEMBERS	ELIGIBLE AGGRIEVED EMPLOYEES
DO NOTHING	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action, and the Settlement Administrator will mail you a check for your Individual Settlement Share, which will be based on the total number of workweeks you were employed as a non-exempt employee in California during the Class Period, at your address of record. You will give up your right to pursue the Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendant, for the Released Claims.	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action, and the Settlement Administrator will mail you a check for your portion of the PAGA Payment, which will be based on the total number of pay periods you were employed as a non-exempt employee in California during the PAGA Timeframe, at your address of record. You will give up your right to pursue the PAGA Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendant, for the PAGA Released Claims.
UPDATE MAILING ADDRESS	You must keep the Settlement Administrator informed of any change of address. The purpose of doing so is to ensure the Settlement Administrator can contact you for, among other things, the proper mailing of your Individual Settlement Share check. You can contact the Settlement Administrator by calling the Settlement Administrator at (800) 523-5773.	You must keep the Settlement Administrator informed of any change of address. The purpose of doing so is to ensure the Settlement Administrator can contact you for, among other things, the proper mailing of a check for your portion of the PAGA Payment. You can contact the Settlement Administrator by calling the Settlement Administrator at (800) 523-5773.
DISPUTE WORKWEEKS AND/OR PAY PERIODS	If you believe the number of workweeks with which you have been credited, and thereby the amount of your Individual Settlement Share, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.	If you believe the number of pay periods with which you have been credited, and thereby the amount of your portion of the PAGA Payment, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.
OBJECT	You may object to the proposed Settlement. If you would like to object, you may not opt out of this Settlement. The procedure for objecting to the proposed Settlement is described in Section No. 7 below. If you object and the Court approves the proposed Settlement, the Settlement Administrator will mail you your Individual Settlement Share check, and you will give up your right to sue the Released Parties, including Defendant, for the Released Claims as defined in Section No. 9 below.	Eligible Aggrieved Employees do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, the Settlement Administrator will mail you a check for your portion of the PAGA Payment, and you will give up your right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below.
REQUEST EXCLUSION	If you do not want to participate as a Class Member in the proposed Settlement, you may request exclusion from, or opt out of, the proposed Settlement, which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, the Settlement Administrator will not mail you an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. The procedure for requesting exclusion from the proposed Settlement is described in Section No. 7 below.	Eligible Aggrieved Employees do not have the right to request exclusion from, or opt out of, the PAGA portion of the proposed Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator will mail you a check for your portion of the PAGA Payment, and you will give up the right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below. Eligible Aggrieved Employees who opt out of the class portion of the proposed Settlement will still be mailed checks for their portions of the PAGA Payment and will give up the right to sue the Released Parties for the PAGA Released Claims.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Haig Hogdanian 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	LITTLER MENDELSON, P.C. Joshua J. Cliffe Courtney O. Chambers 333 Bush Street, 34 th Floor San Francisco, California 94104 Telephone: (415) 433-1940 Facsimile: (415) 399-8490

The Court has decided that Justice Law Corporation is qualified to represent Plaintiff, on an individual basis, and you and all other Class Members, on a class-wide basis, simultaneously.

Class Counsel is working on behalf of Plaintiff and the Class at large. If you want your own attorney, you may hire one at your own cost.

5. How Does This Settlement Work?

In this Action, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant as non-exempt employees in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” Those Class Members employed by Defendant as non-exempt employees in California at any time during the PAGA Timeframe are also “Eligible Aggrieved Employees.” The proposed Settlement of this Action is a class and representative action settlement, meaning the Settlement resolves the Released Claims of all Class Members, except for those Class Members who exclude themselves from the Class by requesting to be excluded in the manner set forth in Section No. 8 below, as well as the PAGA Released Claims of all Eligible Aggrieved Employees. The Released Claims and the PAGA Released Claims are defined in Section No. 9 below. In return for giving up the right to sue the Released Parties for the Released Claims, the Class Members who do not decide to exclude themselves from the class portion of the proposed Settlement will be mailed checks for their Individual Settlement Shares. Similarly, in return for giving up the right to sue the Released Parties for the PAGA Released Claims, the Eligible Aggrieved Employees will be mailed checks for their portions of the PAGA Payment.

Because the proposed Settlement is a class and representative action settlement, it differs from a class-only settlement in several ways. Unlike a class-only settlement, the proposed Settlement includes Eligible Aggrieved Employees, a PAGA Payment, and PAGA Released Claims.

Under the terms of the proposed Settlement, the total maximum amount that Defendant will be required to pay is two hundred thousand dollars (\$200,000) (“Maximum Settlement Amount”). Under the terms of the proposed Settlement, twenty thousand dollars (\$20,000) from the Maximum Settlement Amount will be set aside as the “PAGA Payment.” The PAGA Payment is the total amount of civil penalties collected on behalf of the State of California. Fifteen thousand dollars (\$15,000) from the PAGA Payment, or seventy-five percent (75%) of the PAGA Payment, will be sent to the State of California. Eligible Aggrieved Employees will share the remaining five thousand dollars (\$5,000), or twenty-five percent (25%), based on the number of pay periods they worked.

Because these penalties, i.e., the \$20,000 PAGA Payment, can only be sought by or on behalf of the State of California, Eligible Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement. Therefore, if the Court approves the proposed Settlement, all Eligible Aggrieved Employees will give up the right to sue the Released Parties for the PAGA Released Claims, described in greater detail in Section No. 9 below. However, all Eligible Aggrieved Employees are also Class Members and may therefore exclude themselves from the class portion of the proposed Settlement and retain the right to sue the Released Parties for the Released Claims, described in greater detail in Section No. 9 below.

Because Plaintiff is acting on behalf of the State of California with respect to the representative (i.e., PAGA), portion of the proposed Settlement, Plaintiff must also keep the LWDA informed of any legal action taken with respect to the Action and the proposed Settlement. For example, Plaintiff is required to file with the LWDA a copy of the proposed Settlement Agreement as well as any revised versions of the Settlement Agreement and the papers Plaintiff has filed and will file with the Court to obtain both preliminary and final approval of the Settlement. This is not required for class-only settlements.

6. How Do I Dispute the Information Included in This Notice?

Section No. 10 below states the number of workweeks with which you have been credited – meaning the number of workweeks you worked during the Class Period, based on Defendant’s records – and the estimated amount of your Individual Settlement Share, based on this number of workweeks. If you are also an Eligible Aggrieved Employee, Section No. 10 below also states the number of pay periods with which you have been credited – meaning the number of pay periods you worked during the PAGA Timeframe, based on Defendant’s records – and the estimated amount of your portion of the PAGA Payment. If you believe the number of workweeks and/or pay periods with which you have been credited, and therefore the estimated amount of your Individual Settlement Share and/or portion of the PAGA Payment, is inaccurate, you may dispute this information.

If you choose to dispute the information included in this Notice, you must do so in writing. You must also produce and submit evidence to the Settlement Administrator showing that the disputed information is inaccurate. You are permitted to submit copies of such evidence – original versions are not required. If the Settlement Administrator does not receive evidence from you rebutting the disputed information, the number of workweeks and/or pay periods contained in Defendant’s records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. However, if you do submit evidence rebutting the disputed information, the Parties will evaluate this evidence and make the final decision as to the number of workweeks and/or pay periods with which you will be credited. If the Parties cannot agree on the number of workweeks and/or pay periods with which you should be credited, the Court will evaluate the evidence and make the final determination.

Your dispute should be signed and dated and must be mailed, along with your supporting evidence, by first-class U.S. mail, **postmarked no later than June 21, 2022** to: **THE 21ST AMENDMENT BREWERY CAFE, LLC SETTLEMENT ADMINISTRATOR C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. BOX 7208, ORANGE, CA 92863**. You are encouraged to keep copies of any and all evidence you submit to the Settlement Administrator.

7. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by sending a timely objection form to the Settlement Administrator. A form (“NOTICE OF OBJECTION FORM”) (“Objection Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. The Objection Form should be signed and dated and must be mailed by first-class U.S. mail, **postmarked no later than June 21, 2022** to: **THE 21ST AMENDMENT BREWERY CAFE, LLC SETTLEMENT ADMINISTRATOR C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. BOX 7208, ORANGE, CA 92863**.

The Objection Form should: (a) state the objecting Class Member’s full name, address, and telephone number and the name and address of counsel, if any; (b) describe, in clear and concise terms, the reasons for objecting and the legal and factual arguments supporting the objection; (c) identify any evidence supporting the factual basis for the objection; (d) be signed by the objecting Class Member or his or her attorney; and (e) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. Though you are encouraged to include all the foregoing information in your objection, the inclusion of all such information is not a condition for the submission of a valid objection.

Class Members may appear at the Final Approval Hearing, either in person or through their own counsel and orally object to the Settlement. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Settlement Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement.

Again, to be valid and effective, any written objections must be mailed to the Settlement Administrator postmarked on or before **June 21, 2022**.

If the Court approves the Settlement, the objecting Class Member will be mailed an Individual Settlement Share and will be bound by the terms of the Settlement, meaning the Class Member will be unable to sue the Released Parties for the Released Claims. Eligible Aggrieved Employees do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the Settlement, all Eligible Aggrieved Employees will be mailed payments for their portions of the PAGA Payment and will be bound by the terms of the Settlement, meaning Eligible Aggrieved Employees will be unable to sue the Released Parties for the PAGA Released Claims.

8. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the class portion of the Settlement, you may be excluded from the class portion of the Settlement (*i.e.*, “opt out”) by sending a timely opt out form to the Settlement Administrator. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FROM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9. The Exclusion Form should be signed and dated and must be mailed by first-class U.S. Mail, **postmarked no later than June 21, 2022 to: THE 21ST AMENDMENT BREWERY CAFE, LLC C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. BOX 7208, ORANGE, CA 92863**. You cannot exclude yourself by phone.

The Court will exclude any Class Member who submits a timely Exclusion Form as described in the paragraph above. The Exclusion Form should: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline. Exclusion Forms that are not timely submitted will be deemed null, void, and ineffective.

Class Members may only opt out of the class portion of the Settlement. Class Members who are also Eligible Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Therefore, a Class Member who submits a valid and timely Exclusion Form will not release the Released Claims, as described in Section No. 9 below. However, if such a Class Member is also an Eligible Aggrieved Employee, the Class Member will still release the PAGA Released Claims, as described in Section No. 9 below.

Any Class Member who fails to submit a valid Exclusion Form on or before **June 21, 2022** 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.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

9. How Does This Settlement Affect My Rights? What Are the Released Claims and PAGA Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the class portion of the Settlement (“Participating Class Members”) and all Eligible Aggrieved Employees will be bound by the Court’s Final Judgment and will fully release and discharge Defendant and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns (“Released Parties”). All Participating Class Members will release the Released Parties from the Released Claims, and all Eligible Aggrieved Employees will release the Released Parties from the PAGA Released Claims as of the Effective Final Settlement Date, which will be the later of the following: (i) the date on which time expires to file an appeal of the Court’s grant of Final Approval; or (ii) if an appeal of the Court’s grant of Final Approval is timely filed, the date the appeal is finally resolved, with the grant of Final Approval unaffected. The Released Claims and the PAGA Released Claims are defined below.

A. Released Claims

As of the Effective Final Settlement Date, in exchange for the consideration provided by the Settlement Agreement, Plaintiff and the Participating Class Members shall release Defendant and the Released Parties from all claims arising at any time during the Class Period and alleged in the Action, or that could have been alleged based on the facts pleaded in the Action, including the Labor Code violations Plaintiff alleged in the Action and violation of the corresponding provisions of the California Wage Orders. Specifically, Plaintiff and the Participating Class Members will release all claims for, or claims based upon, failure to pay all wages earned and owed; failure to properly calculate employees’ regular rate of pay; failure to properly calculate and pay overtime and double time wages; failure to provide meal and rest breaks in compliance with the Labor Code; failure to timely pay employees wages during employment and upon termination; failure to reimburse employees for all reasonable and necessary business work-related expenses; and failure to furnish accurate and legally compliant wage statements. The period of the Released Claims shall extend to the limits of the Class Period.

The Released Claims expressly exclude the PAGA Released Claims, defined below, and Participating Class Members will not be deemed to have released the PAGA Released Claims unless such Participating Class Members are also Eligible Aggrieved Employees. Participating Class Members who are also Eligible Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Released Claims, as of the Effective Final Settlement Date, as described below.

B. PAGA Released Claims

As of the Effective Final Settlement Date, in exchange for the consideration provided by the Settlement Agreement, Plaintiff, the LWDA, and any other representative or agent thereof, including the Eligible Aggrieved Employees, shall release the Released Parties from any claims for and are barred from pursuing any action against the Released Parties for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, arising at any time during the PAGA Timeframe and based on the Labor Code violations Plaintiff alleged in her letter to the LWDA and the Action.

As explained earlier in this Notice, Eligible Aggrieved Employees do not have the right to opt out of the PAGA portion of the proposed Settlement. Thus, as of the Effective Final Settlement Date, the Eligible Aggrieved Employees will give up the right to sue the Released Parties for the PAGA Released Claims, as described in the paragraph above.

Important Note: The language included in the definitions of Released Claims and PAGA Released Claims in this Notice has been simplified to facilitate your understanding of the consequences of participating in the proposed Settlement. If you would like to read the exact language included in the definitions of Released Claims and/or PAGA Released Claims, you may obtain a copy of the Settlement Agreement from the Court or Class Counsel, using the procedures described in Section No. 12 below.

10. How Much Can I Expect to Receive From This Settlement?

As stated in Section No. 5 above, the total maximum amount that Defendant will be required to pay under the Settlement Agreement is \$200,000 (“Maximum Settlement Amount” or “MSA”).

The Maximum Settlement Amount will be used to pay the following amounts: (1) a \$10,000 Class Representative Enhancement Payment to Plaintiff, subject to Court approval; (2) \$11,000 in Administration Costs to the Settlement Administrator, subject to Court approval; (3) the \$20,000 PAGA Payment, seventy-five percent (75%) of which (\$15,000) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$5,000) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, subject to Court approval; (4) a \$70,000 Attorney Fee Award to Class Counsel (35% of the Maximum Settlement Amount), subject to Court approval; and (5) a \$20,000 Cost Award to Class Counsel, subject to Court approval. The amount that remains after all payments are made is the Net Settlement Amount, which is currently estimated to be \$70,000.

A. How Will My Individual Settlement Share Be Calculated?

The Net Settlement Amount will be paid to the Participating Class Members in the form of Individual Settlement Shares. If the Court approves any of the above-referenced payments in smaller amounts, the Net Settlement Amount will be larger. The Settlement Administrator will mail each Participating Class Member an Individual Settlement Share from the Net Settlement Amount that is equal to: (i) the number of weeks the Participating Class Member worked during the Class Period, based on the Class List provided by Defendant; divided by (ii) the total number of weeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class List; (iii) multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties directly to the number of weeks the Participating Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which Class Members may submit disputes to, objections to, or requests for exclusion from the Settlement concludes, based upon the calculation above, your estimated Individual Settlement Share from the Net Settlement Amount, is \$ _____, less taxes. This is based on Defendant’s records, which show you worked ___ workweeks during the Class Period. The amount of your Individual Settlement Share will change if Class Members opt out of the class portion of the proposed Settlement, if workweek estimates change, and/or if the Court does not approve all the above-referenced payments from the Maximum Settlement Amount in full.

One-third (1/3) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. One-third (1/3) of your Individual Settlement Share will be treated as penalties, and one-third (1/3) of your Individual Settlement Share will be treated as interest, both of which will be paid pursuant to an IRS Form 1099.

The Settlement Administrator will mail your Individual Settlement Share check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

B. How Will My Portion of the PAGA Payment Be Calculated?

The Settlement Administrator will mail each Eligible Aggrieved Employee a check for the Eligible Aggrieved Employee's portion of the PAGA Payment, which will be based upon the total number of pay periods the Eligible Aggrieved Employee was employed during the PAGA Timeframe. Each Eligible Aggrieved Employee's portion of the PAGA Payment will be calculated by: (i) dividing the \$5,000 of the PAGA Payment allocated to the Eligible Aggrieved Employees by (ii) the total number of pay periods the Eligible Aggrieved Employees were collectively employed during the PAGA Timeframe (i.e., the sum of all pay periods of employment for each Eligible Aggrieved Employee), to determine the monetary value assigned to each pay period, and (iii) multiplying by the total number of pay periods the individual Eligible Aggrieved Employee was employed during the PAGA Timeframe.

Based upon the calculation above, your estimated portion of the PAGA Payment is \$ _____. This is based on Defendant's records, which show you were employed during ___ pay periods during the PAGA Timeframe. One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state or local taxes owed as a result of this payment.

The Settlement Administrator will mail a check for your portion of the PAGA Payment to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

If you are not an Eligible Aggrieved Employee, this subsection B does not apply to you.

C. When Will My Payment From the Settlement Be Mailed?

No later than thirty (30) calendar days after entry of the order granting final approval of the Settlement, Defendant shall wire the \$200,000 needed to pay the entire Maximum Settlement Amount to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.

Within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment – including the payment to the LWDA and individual Eligible Aggrieved Employees' payments, and the Administration Costs. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment, or \$15,000, to the LWDA for settlement of the PAGA claim.

It is strongly recommended that upon receipt of your Individual Settlement Share check and, if you are an Eligible Aggrieved Employee, your check for your portion of the PAGA Payment, you cash your check(s) immediately or before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and reissue the checks to those Participating Class Members that have cashed their checks. The second round of checks will expire and become non-negotiable after thirty (30) calendar days. The Settlement Administrator will, within forty-five (45) calendar days after the checks are mailed, cancel the checks, and pay the amount of the residual Individual Settlement Share(s) and/or portions of the PAGA Payment to Legal Aid At Work.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Maximum Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (or \$70,000) for attorneys' fees and up to \$20,000 for litigation costs.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

12. Final Approval Hearing

The Court will hold a Final Fairness Hearing concerning the proposed Settlement on August 4, 2022, at 9:00 a.m., before the Honorable Ethan P. Schulman, located at 400 McAllister Street, San Francisco, California 94102, Department 304 (Civic Center Courthouse). You are not required to appear at this hearing. Any changes to the hearing date will be available on the website <http://www.phoenixclassaction.com/>. This website will also include, among other things, both the complaint Plaintiff originally filed on April 15, 2020, and the First Amended Complaint Plaintiff filed on November 4, 2021, a generic copy of this Notice, all papers filed in connection with the preliminary approval motion (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Judgment.

13. Getting More Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “The 21st Amendment Brewery Cafe, LLC class action settlement.”

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Civil Records Division of the San Francisco County Superior Court at 400 McAllister Street, Room 103, San Francisco, California 94102 between 8:30 a.m. and 12:30 p.m. You can visit the Court’s civil records webpage: <https://www.sfsuperiorcourt.org/divisions/civil/records>. You can also access the Court’s file free-of-charge by visiting the Court’s website, <https://www.sfsuperiorcourt.org/online-services>; clicking “Access Now” on the right side of the box entitled “Case Query;” checking the box stating, “I’m not a robot;” typing in the case number of the Action (CGC-20-585227) in the box provided for “Case Number,” using the “Search by Case Number” tab; and clicking “Search.” This will take you to a “Register of Actions,” where you can view all documents and papers on file with the Court with respect to the Action. You can also use the “Search by Case Name” tab; type in “Pelgrift” in the box provided for “Party Name;” and click “Search.” Only one result, “Pelgrift, Alexandra,” will come up. Click on the name “Pelgrift, Alexandra.” This will take you to the same “Register of Actions” previously described.

You may also contact Class Counsel with any questions you may have regarding the Action, the proposed Settlement of the Action, or this Notice or any other documents or information you have received pertaining to the Action and the Settlement. You may contact Class Counsel directly by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel’s contact information is also included above in Section No. 4 of this Notice. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT’S
CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**