

NOTICE OF CLASS ACTION SETTLEMENT

Corcoran, et al v. Herringbone Tavern, Inc.

Superior Court of California, City and County of San Francisco Case No. CGC-18-570576

To: All current and former employees of Defendant Herringbone Tavern, Inc. (“Defendant”) who are or have been employed by Defendant as hourly non-exempt employees at any time during the period from November 1, 2017 to the date of the Preliminary Approval Hearing (“Class Period”), who held front-of-house positions in Defendant’s Fisherman’s Grotto and Tarantino’s in San Francisco, California restaurants.

The San Francisco County Superior Court has authorized this Notice and ordered the parties to notify all Class Members of the settlement terms. You have received this Notice because Defendant Herringbone Tavern, Inc.’s records indicate that you are a Class Member, and therefore may be eligible to receive a payment from the settlement.

This Notice is of a proposed Settlement of a class action lawsuit and an announcement of a Court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. **Read this Notice carefully.** A Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held in Department 302 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, CA 94102. If the Settlement is approved, you may be entitled to receive a payment under the terms in the Settlement Agreement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you are agreeing to participate in the settlement. A check will be mailed to you once the settlement is approved. By selecting this option, you are giving up your rights to sue Herringbone Tavern, Inc. for the same legal claims in this case.
YOU MAY EXCLUDE YOURSELF	You may submit a Request for Exclusion to “opt-out” of any connection with this case. If you opt out, you may not object to the settlement, you will not receive any Individual Settlement Payment, and you will not be bound by the release provisions in the Settlement Agreement, except your claims for civil penalties under California Labor Code Section 2699 (“PAGA claims”) will be released regardless of whether you opt-out.
YOU MAY OBJECT	You may object to the Settlement by timely submitting a written objection. You cannot object to the settlement unless you are a Class Member and do not exclude yourself.

I. Why should I read this Notice?

You should read this Notice because you may be entitled to money from a class-action settlement. This Notice, which has been approved by the Court, is only a summary. The Settlement Agreement containing the complete terms of the proposed Settlement is on file with the Court, which can be reviewed at www.herringbonesettlement.com through the Court’s website: <https://sfsuperiorcourt.org/online-services>

and is available to be inspected online (under Case No. CGC-18-570576) or at any time during regular business hours at the Clerk's Office of San Francisco County Superior Court. You may also review the pleadings, records and other papers on file in this lawsuit online or at the Clerk's Office.

II. What is this lawsuit about?

A lawsuit entitled *Corcoran, et al. v. Herringbone Tavern, Inc.* is now pending in the Superior court of California County of San Francisco, Case No. CGC-18-570576 (the "Lawsuit"). Plaintiff Corcoran ("Plaintiffs") has alleged Labor Code violations against Defendant Herringbone Tavern, Inc.

Plaintiff brought this Lawsuit as a class action on behalf of himself and other similarly situated employees (the "Class"), and are claiming that Defendant failed to provide Plaintiff and other non-exempt employees with lawful meal and rest breaks, failed to provide accurate wage statements and failed to pay all wages due and violation and enforcement of the Private Attorney General Act. Plaintiffs seek monetary recovery on behalf of the Class for the alleged violations, along with penalties, interest, costs, and attorneys' fees.

Defendant contends that it has complied with all laws and denies the allegations in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and has not ruled on any of the claims. The Court also has not yet ruled that the Lawsuit satisfies the requirements for a class action. This Settlement is intended to resolve the Lawsuit in order to avoid the uncertainties associated with subsequent decisions to be issued by the Court.

III. Who is covered by the class action lawsuit and the proposed Settlement?

All current and former employees of Defendant Herringbone Tavern, Inc. ("Defendant") who are or have been employed by Defendant as hourly non-exempt employees at any time during the period from November 1, 2017 to September 15, 2021 ("Class Period"), who held front-of-house positions in Defendant's two restaurants: Fisherman's Grotto and Tarantino's in San Francisco, California.

Persons not covered by the settlement are a) those who exclude themselves from the settlement, b) those who separately settled or released the claims covered by this settlement or against Defendants generally, c) those who have separately brought or is separately bringing an on his or her own behalf (either in pro per or through counsel) any former or pending lawsuit, arbitrations, or administrative claim (such as a Labor Commissioner claim) against Defendants asserting any of the claims covered by the Settlement.

Members of the Settlement Class are eligible to receive the benefits created by the proposed Settlement and will be bound by the Settlement if it is approved by the Court. If you exclude yourself from the Settlement, you will not be bound by the Settlement and you will not share in the Settlement payment, but you may pursue your own timely individual claims against the Defendant. You will release all your claims for civil penalties under California Labor Code Section 2699 regardless of whether you exclude yourself from this Settlement.

IV. What are the terms of the Settlement?

A Summary of the proposed Settlement is as follows:

Monetary Compensation

Defendant shall provide the members of the Settlement Class, on a check-mailed basis, monetary compensation in the maximum an aggregate total amount of \$85,000 the "Gross Settlement Fund." The Gross Settlement Fund ("GSF") will be deducted by amounts awarded by the Court for attorneys' fees and costs, administrative expenses, enhancement payments to the Plaintiff who filed the Lawsuit, and payments made to the Labor Workforce Development Agency ("LWDA"). The remainder of the Gross Settlement

Fund is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be used to make Individual Settlement Payments to Settlement Class Members who do not opt out of the Settlement.

PAGA Penalties, Fees and Expenses

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys’ fees in an amount up to \$28,305, (which is 33.33% of total Gross Settlement Amount of \$85,000), an award of costs in an amount up to \$6,500, and an award of administration costs in an amount up to \$8,000. The named Plaintiff, Thomas Corcoran, who filed the Lawsuit will apply to the Court for enhancement award up to \$5,000. Additionally, \$10,000 shall be allocated to civil penalties, 75% of which will be provided to the LWDA (\$7,500), and 25% (\$2,500) to all Class Members pro-rata based on the number of pay periods worked during the Class Period regardless of the Opt-out. (“PAGA Penalties”). Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Settlement Class Members.

Calculation of Settlement Payments

Each Class Member who does not opt-out of the settlement will be eligible to receive a pre-tax share of the Net Class Settlement Fund (i.e., the Gross Settlement Amount, minus: approved Class Counsel fees and costs; claims administration costs, the service award to Plaintiff, and PAGA payment to the LWDA). The share distributed to each Participating Class Member is referred to as the “Individual Settlement Payment” and will be calculated as follows:

Your estimated share of the settlement is based on the total number of pay periods you worked during the Class Period. The total of pay periods you worked during the Class Period is divided by total number of pay periods worked for all Class Members during the Class Period. The resulting percentage is then multiplied by the Net Settlement Amount (including 25% of the PAGA Penalties) to calculate the amount you will receive. Based upon Defendants’ records, the number of pay periods you worked during the Class Period is determined to be <<pay periods>>. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with Defendants’ calculation of pay periods you worked during the Class Period, see below (Question VIII). The Individual Settlement Payments will be available for distribution to Settlement Class Members from the Net Settlement Amount.

Settlement Payments will be issued, for tax purposes, to allocate payments to Class Members as follows: one third to wages (subject to normal withholding), and two thirds to penalties, interest. Defendant will pay the employer's share of payroll taxes on the portion of the settlement allocated to wages. For wages, Class Members shall receive a W-2. For the non-wage portion of the payment, Class Members shall receive an IRS Form 1099-MISC. Defendant will pay the employer's share of payroll taxes on the portion of the settlement allocated to wages in addition to the MSA. These could be paid from unclaimed funds or uncashed checks if there are sufficient funds remaining.

Class Members who opt-out will still be entitled to a share of the \$2,500 which was apportioned as PAGA penalties (based on the total number of pay periods you worked during the Class Period and divided by total number of pay periods worked for all Class Members multiplied by \$2,500).

Class Members are advised to consult with their tax advisors concerning the tax consequences of any payments received under the settlement.

Effective Date

The Effective Date of the Settlement refers to the day after which the last of the following has occurred: (a) the Court has entered and filed the Final Approval Order and Judgment (defined in this Agreement); (b) the time period for appeal of the Final Approval Order and Judgment has been exhausted without any appeals having been filed; (c) if an appeal, review, or writ is sought from the Final Approval Order and Judgment,

the date after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further review or modification.

Release

By operation of the entry of the Final Approval Order and Judgment, and except as to such rights or claims as may be created by this Agreement, each Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release each of the Released Parties of and from any and all claims, debts, penalties, liabilities, demands, obligation, guarantees, costs, expenses, attorneys' fees, damages, restitution, injunctive relief, remedy of any type, or causes of action which were plead or which could have been plead based on the factual allegations contained in the FAC, arising during the period of November 1, 2017 to September 15, 2021, including any federal, state or local law, including all wage and hour claims, including all civil and statutory penalties, including: Failure to Provide Meal and Rest Periods (Cal. Labor Code Sections 226.7, 512, 1194 and Wage Order No. 5), Failure to Provide Accurate, Itemized Wage Statements (Cal. Labor Code Sections 226(a), 226.3 and Wage No. Order 5), Failure to Pay Wages Due at Termination (Cal. Labor Code Sections 201-203, Private Attorneys General Act ("PAGA") (Cal. Labor Code Sections 2698, et seq) including the application IWC wage orders.

If you do NOT exclude yourself from the Settlement Class by following the procedures set forth below in Option 3 and the Court approves the proposed Settlement, you will be deemed to have entered into the Release in the Settlement Agreement.

V. How do I receive a payment?

You DO NOT need to do anything to receive your Individual Settlement Payment if you DO NOT exclude yourself from the Settlement. However, if you have changed your address from the address you provided to your employer, you should contact the Settlement Administrator indicated below.

VI. Who represents the Class?

The Court has designated Plaintiff Thomas Corcoran as the Class Representative in the Lawsuit. The attorneys that serve as Class Counsel William P. Klein and Alexei Kuchinsky of the Klein Law Group, LLP 220 Montgomery Street, Suite 2100, San Francisco, CA 94104, (415) 693-9107.

If you have questions about the Settlement, or the procedures outlined in this Notice, you should contact Class Counsel. **Do not contact the Court!**

VII. What are the reasons for the Settlement?

The Parties agreed to enter into this proposed Settlement after weighing the risks and benefits of this Settlement compared with those of continuing the Lawsuit. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and appeals, and the uncertainty of several important legal issues that have yet to be determined as well as the Defendant's ability to pay. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Settlement Class Members.

If the Lawsuit continued, the Court might rule in favor of Defendant and the Settlement Class Members might not receive any recovery or monetary compensation. Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Settlement Class Members.

VIII. What are my rights and options?

Option 1- Automatically Receive a Payment From the Settlement.

If you want to receive your payment from the settlement, no further action is required on your part. You will automatically receive your individual settlement payment from the Settlement Administrator if the Settlement receives final approval from the Court.

Option 2- You may dispute the Information in this Notice.

If you believe the information provided above concerning your dates of employment and/or the number of wage statement you received during your employment is incorrect, you may send a notice of dispute to the Settlement Administrator. The Notice of Dispute to the Settlement Administrator must: (1) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member submitting the dispute; (2) be signed by the Class Member; (3) be timely returned to the Settlement Administrator; and (4) clearly state that the reason(s) that the Class Member disputes the information above with supporting documentation. The Notice of Dispute must be postmarked no later than March 29, 2022. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit a Notice of Dispute which is not postmarked by 15 days before the hearing for preliminary approval, your Notice of Dispute will be rejected. If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator will resolve any such disputes.

Option 3- You may opt out of the settlement.

If you do not wish to participate in the settlement and/or you wish to bring your own lawsuit on the claims in this case, you should exclude yourself from participating by submitting a written request to the Settlement Administrator. The Request for Exclusion to the Settlement Administrator must either be in writing which set forth (1) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting the exclusion; (2) be signed by the Class Member; (3) be timely returned to the Settlement Administrator; and (4) clearly state that the Class Member does not wish to be included in the Settlement and does not wish to receive any payment. The Request for Exclusion must be postmarked no later than 60 days after the date of the Notice mailing, March 22, 2022, or you must appear at the hearing to orally opt-out. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit a Request for Exclusion which is not postmarked by March 22, 2022 or do not appear at the hearing to orally object, your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

If you submit a timely and valid request for exclusion, then upon its receipt (1) you shall no longer be a member of the Class, (2) you shall be barred from participating in any portion of the settlement, except for the portion of the settlement relating to PAGA, (3) you may not object, and (4) you shall receive no benefits from the settlement, except for the portion of the settlement relating to PAGA.

Option 4- You may object to the Settlement.

If you wish to object to the settlement because you find it unfair or unreasonable, you may submit an objection to the Settlement Administrator stating why you object to the settlement. Your objection to the Settlement Administrator must provide: (1) the name and case number of this lawsuit *Corcoran v. Herringbone Tavern, Inc.*, Superior Court of California, City and County of San Francisco, Case No.: CGC-18-570576; (2) the full name, last four digits of social security number, and current address of the Class Member making the objection; (3) the specific reason(s) for the objection; and (4) any and all evidence and supporting briefs (including, without limitation, all briefs, written evidence, and declarations) for the Court

to consider. The objection must be postmarked no later than March 7, 2022. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit an objection which is not postmarked by March 7, 2022, your objection will be rejected absent good cause found by the court.

Class Members who submit an objection remain bound by this Agreement. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above under “Option 3.” You cannot both object to the settlement and exclude yourself. You must choose one option only.

If you wish to object, you may also appear at the Final Approval Hearing to discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney, at your own expense, to represent you at the hearing.

IX. When is the Court’s Final Approval Hearing and what is it for?

The Final Approval Hearing of the Settlement will be held at San Francisco Superior Court 400 McAllister St, San Francisco, CA 94102 on May 3, 2022 in Department 302 of the San Francisco County Superior Court for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, and whether to approve the named Plaintiff request for enhancement. Settlement Class Members who do not object to the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

X. Where can I get more information?

This Notice is only a summary of the Action and the Settlement. Further documents can be viewed at www.herringbonesettlement.com. **Class Members should contact the Claims Administrator at 1-888-210-0855, with any concerns or questions regarding the Settlement.** You may also refer to the pleadings, the Stipulation and Settlement, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of California, County of San Francisco, located at 400 McAllister Street, Room 103, San Francisco, California, during the Court’s business hours. The pleadings, orders, papers, and files related to this case can be accessed online free of charge at <https://sfsuperiorcourt.org/online-services> using the case number: CGC-18-570576.

If you wish to communicate directly with Class Counsel, you may contact William P. Klein and Alexei Kuchinsky of the Klein Law Group, LLP 5220 Montgomery Street, Suite 2100, San Francisco, CA 94104, (415) 693-9107.

Settlement Administrator	Atticus Administration, LLC PO Box 64053 Saint Paul, MN 55164 Phone: 1-888-210-0855 Email: herringbonesettlement@atticusadmin.com
Class Counsel	Klein Law Group, LLP William P. Klein Alexei Kuchinsky Address: 220 Montgomery Street, Suite 2100, San Francisco, CA 94104 Telephone No.: (415) 693-9107

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.