

Your estimated Individual Settlement Allocation from this settlement will be \$<< >>.

Your estimated Individual Settlement Allocation is based on the following, according to Peet's records:

From 7/14/2004 to 3/14/2010 you worked for Peet's as a Store Manager a total of << >> weeks.

From 11/12/2007 to 3/14/2010 you worked for Peet's as a Store Manager a total of << >> weeks.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

MICHELLE MEYN, JENNIFER KRAUS  
AND ANGELINA SABATINO, individually  
and on behalf of others similarly situated,

Plaintiffs,

vs.

PEET'S COFFEE AND TEA, INC. AND  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 08398070

CLASS ACTION

**NOTICE OF (1) PRELIMINARY  
APPROVAL OF SETTLEMENT,  
(2) FINAL APPROVAL HEARING,  
(3) RIGHT TO OBJECT, (4) RIGHT  
TO OPT OUT, AND (5) RIGHT TO  
SUBMIT A CLAIM FOR MONEY**

**The Alameda County California Superior Court authorized this Notice.  
This is not a solicitation from a lawyer.**

**The Court has given preliminary approval to a Settlement of this lawsuit.  
If you were employed as a Store Manager by Peet's Coffee and Tea, Inc.  
("Peet's" or "Defendant") in California at any time  
from July 14, 2004 through March 14, 2010,  
you should read this Notice carefully because it will affect your rights.**

<b>Your Legal Rights and Options in this Settlement</b>	
<b>SUBMIT A VERIFICATION FORM TO RECEIVE PAYMENT</b>	Timely submit a signed and completed Verification Form (enclosed). Receive payment from the settlement. Release certain claims under state and federal law.
<b>EXCLUDE YOURSELF</b>	Submit an Exclusion request (also called an Opt-Out request), receive no money and not release the claims alleged in this case.  If you submit a timely and valid Exclusion request (or Opt-Out request), then you will receive no payment and you will retain your right to pursue both state and federal claims against Peet's in a separate action/proceeding. You may submit an Exclusion request either because you believe you have a claim and you want to pursue it individually or because you believe that you have no claim.  If you are a former employee who gave a written release of all claims to Peet's in exchange for a cash payment when you left employment with Peet's, and you submit a Verification Form, you will be notified and automatically treated as an opt-out.
<b>OBJECT</b>	Submit a written objection to the Court.  If you disagree with the proposed settlement, you may submit an objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be entitled to participate in the settlement <u>only</u> if you have also submitted a timely and valid Verification Form.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement. In order to speak at the hearing, however, you also need to timely submit a written objection.
<b>DO NOTHING</b>	Receive no payment. Release certain claims under California law, but not under the federal Fair Labor Standards Act.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still needs to decide whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

## BASIC INFORMATION

### 1. Why did I receive this Notice?

You received this Notice because Peet's records show that you are a former Peet's employee who was employed as a Store Manager in California at any time from July 14, 2004 through March 14, 2010.

This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement. The Honorable Steven A. Brick of the Superior Court for the County of Alameda is overseeing this class action.

You may submit a Verification Form (enclosed) to receive money from this settlement if you worked for Peet's in California as a Store Manager at any time during this period.

### 2. What is this lawsuit about?

The lawsuit was filed by Michelle Meyn, Jennifer Kraus and Angelina Sabatino on behalf of themselves and on behalf of all other similarly situated Peet's Store Managers in California. The lawsuit alleges that Peet's failed to (1) pay Store Managers wages for all hours worked, (2) authorize and permit Store Managers to take meal breaks, (3) authorize and permit Store Managers to take rest breaks, and (4) reimburse Store Managers for all business expenses necessarily incurred on behalf of Peet's. Plaintiffs allege that Peet's failed to give all Store Managers accurate and timely wage statements because the wage statements did not include overtime wages and premium wages for missed meal and rest breaks. Plaintiffs also allege that Peet's failed to pay earned and unpaid wages immediately upon termination of employment and violated California Business & Professions Code Section 17200, *et seq.* by, among other ways, failing to pay overtime wages and premium wages for missed meal and rest breaks. Plaintiffs also seek penalties against Peet's pursuant to the Labor Code Private Attorneys General Act ("PAGA"). Plaintiffs sought damages, penalties, interest, disgorgement of profits, injunctive relief, and attorneys' fees and costs. Peet's denies it did anything wrong. However, in order to avoid protracted litigation, it has agreed to enter into this settlement.

### 3. What is a class action and who is involved?

In a class action, one or more persons, in this case Michelle Meyn, Jennifer Kraus and Angelina Sabatino (collectively "Class Representatives"), file a lawsuit on behalf of people who have similar claims. The people together are called "Plaintiffs," or are sometimes referred to as a purported "Class" or purported "Class Members." The company they sued (in this case Peet's) is called the Defendant. In this case, the Plaintiffs and the Defendant have decided to settle the case. However, their proposed settlement must be approved by the Court. This happens in two stages. First, if the Court is satisfied that the proposed settlement appears fair, adequate and reasonable, it grants preliminary approval and orders that a Notice like this is sent to everyone in the purported Class. Current employee Plaintiffs can then request exclusion, or object to the proposed settlement. Once Plaintiffs have had an opportunity to exclude themselves or object, the Court reviews this information – and submissions by all interested persons – and decides whether to grant final approval of the settlement. If the Court grants final approval, all Participating Class Members are paid out of the settlement monies in exchange for a release of additional claims.

The Honorable Steven A. Brick of the Superior Court of California, County of Alameda, is overseeing this class action. You can see more information about Judge Brick and the Superior Court of Alameda County at the Court's website at: [www.alameda.courts.ca.gov/courts/](http://www.alameda.courts.ca.gov/courts/).

### 4. Why is this a class action?

The Parties agreed to treat this case as a class action for purposes of settlement only. The Court then made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. In making this determination, the Court looked at things like the amounts of money that Defendant would have had to pay the Class Members if the Class Members had won the lawsuit, the chances that Defendant would have won the case, and the amount of time and resources it would take to proceed with this case through any trial and appeal. The Court also considered that the settlement was reached after serious, arms-length negotiations, including a voluntary mediation before an experienced mediator. Finally, the Court considered the possibility that the case would not have been allowed to proceed as a Class Action, and Plaintiffs would not have had the opportunity to participate and make claims.

### 5. Is there any money available now?

No money or benefits are available right now because the Court has not yet decided whether to give final approval to the settlement. If the Court gives final approval to the settlement, then you will be sent your portion of the settlement once the Court's order becomes final.

## WHO IS A PLAINTIFF?

To determine whether you will get money from this settlement, you first need to decide whether you are a Plaintiff.

### 6. How do I know if I am a Plaintiff?

All current and former non-exempt Peet's employees who were employed as Store Managers by Peet's in California at any time from July 14, 2004 through March 14, 2010, inclusive, are defined as "Plaintiffs." All Plaintiffs are receiving a Notice. All Plaintiffs who do not timely request to be excluded from the settlement as set forth below will be "Class Members." All Class Members who submit a valid and timely Verification Form will become "Participating Class Members." If you previously signed a release of claims with Peet's that covers the claims in this settlement, you will be treated as an opt-out from this settlement and will neither receive money from the settlement nor be bound by the settlement.

### 7. I am still not sure if I am a Plaintiff.

If you are still not sure whether you are a Plaintiff, you can ask for help. You can call Class Counsel, Goldstein, Demchak, Baller, Borgen & Dardarian, at (510) 763-9800, visit the website of Class Counsel at [www.gdblegal.com](http://www.gdblegal.com), or call the Claims Administrator at 1-800-207-0343. You will not have to pay either Class Counsel or the Claims Administrator to answer your questions; both will be paid from the Maximum Payment, in amounts approved by the Court, as described in Question 8 below.

## THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

### 8. What does the settlement provide?

The proposed settlement requires Peet's to pay a Maximum Payment not to exceed Two Million Six Hundred Thousand Dollars (\$2,600,000.00). That amount includes all alleged penalties and unpaid wages, an incentive award for the Class Representatives, attorneys' fees and costs for the Class Counsel, and claims administration costs.

The amount that is remaining is the amount available to distribute to the Class and will be no less than One Million Six Hundred Thirty-Two Thousand and Five Hundred Dollars (\$1,632,500.00). Settlement proceeds will be paid to all current employee Plaintiffs who do not submit an Exclusion request, and all former employee Plaintiffs who timely return a valid Verification Form. **As a former employee, you are required to complete and timely return a Verification Form to receive payment under the settlement.** Current employees are not required to do so. If not all former employees return a timely and valid Verification Form, the unclaimed amounts will remain with Peet's, except that if less than 70% of the \$1,632,500.00 is claimed, then the payout amounts for each current employee and each former employee who submitted a valid claim will be increased on a pro rata basis so that the total payout to Class Members will be at least \$1,142,750.00.

Class Counsel have litigated this case since 2008, and have devoted substantial time, effort and expense to prosecuting the case. According to California law, the Court may award attorneys' fees to Class Counsel as well as reimbursement for costs Class Counsel have expended in their work. Class Counsel plan to request that the Court authorize payment to them of attorneys' fees and costs and other expenses in an amount not to exceed Eight Hundred Ten Thousand Dollars (\$810,000.00), which, if approved, will come from the Maximum Payment.

The Class Representatives will ask the Court to approve monetary payments to them as compensation for the work they have done (and risk they have incurred) in bringing and prosecuting the case on behalf of the Plaintiffs, in an amount not to exceed Five Thousand Dollars (\$5,000.00) each or a total of Fifteen Thousand Dollars (\$15,000.00) (the "Service Awards"). If approved by the Court, these payments will be made solely from the Maximum Payment and will be in addition to any amounts of damages paid to the Class Representatives as Class Members under the settlement.

### 9. What can I get from the settlement?

Your share of the settlement will depend on a number of factors, including: a) how many weeks you worked for Peet's as a Store Manager in California from July 14, 2004 through November 11, 2007, b) how many weeks you worked for Peet's as a Store Manager in California from November 12, 2007 through March 14, 2010, c) the amount of Service Awards approved by the Court, d) the amount of Administrator's fees approved by the Court, and e) the amount of attorneys' fees and costs approved by the Court.

The number of weeks that you worked for Peet's as a Store Manager in California from July 14, 2004 through March 14, 2010, according to Peet's records, is shown at the top of this Notice. If you believe that the information is wrong, you may send in a written statement of why you believe it is wrong and any evidence that you have to support your position to the Claims Administrator. The number of work weeks will be changed only if you prove by clear and convincing evidence that the number provided by Peet's is inaccurate. Your written notice and evidence to the Claims Administrator must be sent by First-Class U.S. Mail and postmarked by August 4, 2010 or if you send by any other method, it must be received by August 4, 2010.

The Claims Administrator's address is:

By U.S. Mail:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177

By Commercial Carrier or in person:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
75 Rowland Way, Suite 250  
Novato, CA 94945

For each week that you worked for Peet's as a Store Manager in California during the period from July 14, 2004 through March 14, 2010, you will receive approximately \$42.95. Additionally, for each week that you worked for Peet's as a Store Manager in California during the period from November 12, 2007 through March 14, 2010, you will receive an additional amount of approximately \$1.55. The amounts calculated as described above will be the Settlement Class Members' Individual Settlement Allocations. Your estimated Individual Settlement Allocation is shown at the top of this Notice.

These Individual Settlement Allocations will include a wage portion (representing unpaid wages), and a non-wage portion (representing unreimbursed business expenses, penalties and interest). From the wage portion of each Settlement Class Member's Individual Settlement Allocation, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Settlement Class Member as a result of the payment.

If this Notice was forwarded by the U.S. Postal Service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses. You should also include your correct address on your Verification Form or exclusion request.

The Claims Administrator's address is:

By U.S. Mail:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177

By Commercial Carrier or in person:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
75 Rowland Way, Suite 250  
Novato, CA 94945

**10. Can I read a copy of the settlement agreement?**

Yes. A copy of the settlement agreement, and all other documents related to the settlement, may be found attached to the Motion for Preliminary Approval, which is available for your review on the Court's Domain website at <http://apps.alameda.courts.ca.gov/domainweb/html/index.html>. To find this case, click on the "Complex Litigation" button and then click on the "Department 17 Cases" button. You also may contact Class Counsel (see contact information in Question 26 below) or view the agreement on Class Counsel's website at [www.gdblegal.com](http://www.gdblegal.com).

**11. If the settlement is approved, when will I receive my share of the Payout Fund?**

The Court has scheduled a Fairness/Final Approval Hearing on September 1, 2010, at 3:00 p.m. in Department 17 of the Superior Court for the State of California for the County of Alameda, 1221 Oak Street, Oakland, California 94612-4293, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Class Members; and (2) whether the applications for the Class Representatives' Service Awards, attorneys' fees and costs should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing.

Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Class Members within approximately 90 days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals. Please be patient.

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

If you do nothing, you will lose any right you have to participate in the settlement and will receive no money from the settlement. You will also lose your right to object. In addition, you will be deemed to have waived any right you might have had to sue Peet's as part of any lawsuit about the California state law claims that are the subject of this lawsuit. This means that if you do nothing, you may only be able to sue for state law claims as alleged in this case that occurred *before* July 14, 2004, or *after* March 14, 2010 (subject to applicable statutes of limitations rules). You will also be legally bound by all of the orders the Court and judgments the Court makes in this class action with regard to state law claims. For further information, you can speak with the attorneys in this case listed in Question 26 below.

## HOW YOU RECEIVE A PAYMENT

### 13. How can I receive a payment?

To qualify for a payment from the settlement, you must complete the Verification Form enclosed with this Notice, sign it under penalty of perjury, and return it to:

By U.S. Mail:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177

By Commercial Carrier or in person:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
75 Rowland Way, Suite 250  
Novato, CA 94945

via First-Class U.S. Mail or equivalent, postage paid, postmarked **no later than August 4, 2010**. If you do not send it in on time, then your claim may be denied. **We strongly urge Class Members to both send his/her Verification Form via Certified or Registered Mail (or via overnight delivery) and retain the original receipt provided by the mail or overnight carrier. If the Claims Administrator does not receive your Verification Form, or does not receive it on time, then you will need to provide the original receipt of mailing in order to prove that you filed your claim and that you filed it on time.**

The attorneys for Plaintiffs and Defendant will try to resolve informally any dispute regarding whether a Verification Form was submitted on time. If they cannot resolve the dispute informally, they shall submit the matter to the Claims Administrator for resolution. The Claims Administrator will consider the materials submitted by the Class Member and determine whether the Verification Form was timely based on the materials submitted by the Class Member and the Claims Administrator's records. The Claims Administrator will give written notice to the Class Member and counsel for the Parties of its determination. Either party may appeal any such determination by the Claims Administrator to the Court if the Claims Administrator exceeds its authority under the settlement agreement.

### 14. What if I get my payment and don't cash it?

If you receive the payment and do not cash your check, you will still be bound by the terms of the settlement; this means that you will release certain claims under state and federal law. After 130 days, the Claims Administrator will stop payment on your check.

### 15. What am I giving up if I submit a Verification Form?

If you submit a timely and valid Verification Form, you will be bound by any judgment entered in this Action and will not be allowed to sue Peet's for any claims occurring between July 14, 2004 and March 14, 2010, regarding any alleged claims for off-the-clock work, unpaid wages, unpaid overtime wages, failure to pay all wages earned every pay period, failure to provide meal or rest periods, unpaid premium wages for meal or rest periods, untimely payment of wages, inaccurate and/or untimely wage statements, record keeping violations, failure to pay all wages owed upon termination, failure to timely pay final wages upon termination, and failure to pay or reimburse business expenses. Doing nothing also means that all of the Court's orders will apply to you and legally bind you. It also means that you will be bound by the following Release:

The Participating Class Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents and assigns, shall fully and finally release and discharge Defendant and its former and present parents, subsidiaries and affiliated corporations and entities and their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers and agents, any successors, assigns, or legal representatives ("Released Parties"), from all applicable California wage and hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, arising from or related to the claims litigated in the Action and arising during the Class Period. This includes those claims that could have been litigated in this matter as arising from, and reasonably related to, the facts alleged in the operative complaint against Defendant. Without limiting the generality of the foregoing, this Release applies to any of the claims, actions or causes of action which were alleged or stated, or the facts, matters, transactions or occurrences referred to in the Action, including but not limited to, claims for off-the-clock work, unpaid wages, unpaid overtime wages, failure to pay all wages earned every pay period, failure to provide meal or rest periods, unpaid premium wages for meal or rest periods, untimely payment of wages, inaccurate and/or untimely wage statements, record keeping violations, failure to pay all wages owed upon termination, failure to timely pay final wages upon termination, failure to pay or reimburse business expenses, and unfair competition based on the aforementioned violations. As to all claims, actions, or causes of action which were alleged or stated, or could have been alleged based on the facts, matters, transactions, or occurrences referred to in the Action, this Release includes violations of California Labor Code Sections 201-226.7, 510-558, 1194-1197.1, 1198-1199, 2698-2699.5, 2802, violations of Wage Order 4-2001, or any other applicable wage order, civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA") (California Labor Code Section 2698, *et seq.*), conversion, claims under

California Business & Professions Code Sections 17000 and 17200, *et seq.*, any damages, penalties, restitution, disgorgement, interest and costs pursuant to California Civil Code Section 1032 and Section 3287 or otherwise, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194, *et seq.* and California Business & Professions Code Section 17200, *et seq.*, and any violation or breach of any other state or federal statute, rule and/or regulation, and similar causes of action, including but not limited to any claim for punitive and exemplary damages in connection with any of the foregoing during the Class Period. All of the above shall be collectively described as the "Released Claims." In addition, the term "Released Claims" also shall include claims under the Fair Labor Standards Act with respect to all Participating Class Members, except for those who are Current Employee Participating Class Members who do not negotiate the checks sent to them by the Claims Administrator and whose checks are cancelled by the Claims Administrator in accordance with the provisions of Section 3.9. By filing a claim or failing to exclude themselves from the settlement, Participating Class Members expressly waive and relinquish any rights and benefits they have or may have under California Civil Code Section 1542 with respect to the Released Claims.

The Parties agree that Civil Code Section 1542 is expressly waived and relinquished to the fullest extent permitted by law as to the Released Claims. This Release will cover all Class Members who do not opt out, regardless of whether they make a claim, or are available for delivery or have delivered to them, their payment under the settlement. Section 1542 provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue on your own about legal issues alleged in this case occurring from July 14, 2004 until March 14, 2010, and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself — or is sometimes referred to as "opting out" of the Settlement Class. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

#### **16. How do I request to be excluded from the settlement?**

To exclude yourself from the settlement, or "opt out", you must submit a written statement requesting exclusion from the Class by First-Class Mail postmarked on or before August 4, 2010 or by some other means so that it is actually received by the Claims Administrator on or before August 4, 2010. Your written request for exclusion must contain your full name, the last four digits of your Social Security Number, your mailing address and your telephone number. You must return your request to:

By U.S. Mail:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177

By Commercial Carrier or in person:

Peet's Coffee & Tea, Inc. Claims Administration  
c/o Rosenthal & Company LLC  
75 Rowland Way, Suite 250  
Novato, CA 94945

Your exclusion request can be in the form of a letter, memo or any other form which tells the Claims Administrator that you want to opt out.

#### **17. If I do not exclude myself, can I sue Peet's for the same thing later?**

No. If you do not submit a valid and/or timely request for exclusion postmarked by August 4, 2010 or deliver it by some other method so that it is received by the Claims Administrator no later than August 4, 2010, you will be bound by all terms of the settlement and any Final Judgment entered in the Class Action, if the settlement is approved by the Superior Court. If you have a pending lawsuit, speak to your lawyer in that case immediately.

#### **18. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you are asking not to be included in the settlement.

### **THE LAWYERS REPRESENTING YOU**

#### **19. Do I have a lawyer in this case?**

The Court approved Goldstein, Demchak, Baller, Borgen & Dardarian and the Women's Employment Rights Clinic at Golden Gate University as Class Counsel to represent you and all Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you.

20. How will the lawyers and Class Representatives be paid?

The amount of attorneys' fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. If the Court grants Class Counsel's request, the fees and expenses will be paid from the Maximum Payment.

Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed 30% of the total settlement amount, or Seven Hundred Eighty Thousand Dollars (\$780,000.00). If the Court awards attorneys' fees of less than 30%, the unawarded portion will be distributed in the same manner as the Net Settlement Amount, which means that it will be prorated among all Class Members based upon their number of work weeks during the Class Period. Any portion of the Thirty Thousand Dollars (\$30,000.00) of litigation costs not awarded to Class Counsel by the Superior Court will be handled in the same manner.

As part of the settlement, each of the three Class Representatives also will receive an additional amount called a "Service Award." The amounts of the Service Award to the Class Representatives will be subject to the Court's discretion, but in any event, will not exceed Five Thousand Dollars (\$5,000.00) each. These Service Awards shall be paid out of and deducted from the Maximum Payment. Any portion of the Fifteen Thousand Dollar (\$15,000.00) total amount of Service Awards not awarded to the Class Representatives by the Superior Court will be handled in the same manner as any unawarded portion of the negotiated attorneys' fees (see preceding paragraph).

Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of claims administration expenses in the amount of Forty-Five Thousand Dollars (\$45,000.00) to the Claims Administrator from the Maximum Payment. Any portion of the Forty-Five Thousand Dollar (\$45,000.00) claims administration expenses not paid to the Claims Administrator will be handled in the same manner as any unawarded portion of the negotiated attorneys' fees (see preceding paragraph).

### OBJECTING TO THE SETTLEMENT

21. Why would I ask to object?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement and you can also submit a Verification Form. If you object and do not also timely submit a valid Verification Form, and if the Court approves the proposed settlement, then you will not receive a share of the settlement money, and you will be bound by the terms of the Release in regards to California state law claims as set forth in paragraphs 12 and 15. If you submit a timely and valid Verification Form, you will be bound by the terms of the Release in regards to federal Fair Labor Standards Act claims as well.

22. How do I ask the Court to object?

If you want to object to the settlement, any part of the settlement, the amount of attorneys' fees, costs and expenses claimed by Class Counsel, or the Service Awards for the Class Representatives, you must send the Court a notice of intention to appear, along with any papers for the Court to consider, and you must mail or personally deliver copies of those papers to the attorneys listed below postmarked no later than August 4, 2010.

All objections should be sent to the Clerk of Court at:

The Superior Court of California  
County of Alameda, Dept. 17  
1221 Oak Street  
Oakland, CA 94612-4293

Copies of all documents filed with the Clerk of Court must be sent to the following:

Goldstein, Demchak, Baller, Borgen & Dardarian  
Laura L. Ho, Esq.  
Roberta L. Steele, Esq.  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Counsel for Plaintiffs

Jones Day  
Robert Naeve, Esq.  
Ralph H. Blakeney, Esq.  
3161 Michelson Drive, Suite 800  
Irvine, CA 92612  
Counsel for Defendant

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for September 1, 2010, at 3:00 p.m. at the Superior Court for the State of California, County of Alameda, to present any arguments concerning the fairness, reasonableness and adequacy of the settlement, or concerning the Class Representatives' application for the Service Awards or the award of attorneys' fees, costs and expenses. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed settlement, or to any award of attorneys' fees, costs and expenses, or Class Representatives' Service Awards.

23. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing in front of the Honorable Judge Steven A. Brick on September 1, 2010, at 3:00 p.m. at the Superior Court of California, County of Alameda, Department 17, located at 1221 Oak Street, Oakland, California 94612-4293 (the "Court"), to determine whether the proposed settlement of the Action is fair, adequate, reasonable and should be approved by the Court and whether the Action should be dismissed on the merits with prejudice. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Brick might have.

24. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Class Member and wish to speak, you must file and serve an objection as described above before you can speak at the hearing.

**GETTING MORE INFORMATION**

25. Are there more details about the settlement?

This Notice summarizes the proposed settlement. For a more detailed statement of the matters involved in the Action and the proposed settlement, you may refer to the Motion for Preliminary Approval, and any other pleadings and papers filed in the Action, which may be found on the Court's Domain website at <http://apps.alameda.courts.ca.gov/domainweb/html/index.html>. To find this case, click on the "Complex Litigation" button and then click on the "Department 17 Cases" button. You also may contact Class Counsel (see contact information in Question 26 below) or view the agreement on Class Counsel's website at [www.gdblegal.com](http://www.gdblegal.com).

26. How do I get more information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

Goldstein, Demchak, Baller, Borgen & Dardarian  
Laura L. Ho, Esq.  
Roberta L. Steele, Esq.  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Telephone: (510) 763-9800  
Facsimile: (510) 835-1417  
[www.gdblegal.com](http://www.gdblegal.com)

Women's Employment Rights Clinic  
Golden Gate University School of Law  
Marci B. Seville, Esq.  
536 Mission Street  
San Francisco, CA 94105  
Telephone: (415) 442-6675  
Facsimile: (415) 896-2450  
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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
PEET'S, OR PEET'S ATTORNEYS WITH INQUIRIES.

Dated: May 21, 2010

/s/ Steven A. Brick  
BY ORDER OF THE COURT  
HON. STEVEN A. BRICK  
SUPERIOR COURT OF CALIFORNIA

Claim #: PCM-100000-0-01  
«First1» «Last1»  
«CO»  
«Addr1» «Addr2»  
«City», «ST» «Zip» «Country»