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8 *Attorneys for Plaintiff and the Proposed Settlement Class*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/05/2018 at 03:55:00 PM
Clerk of the Superior Court
By Tamara Parra, Deputy Clerk

9
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 **KARL BECK**, individually and on behalf of all
13 other similarly situated California residents,

14 Plaintiff,

15 v.

16 **POINT LOMA PATIENTS CONSUMER**
17 **COOPERATIVE CORPORATION**, A
18 California Corporation, **ADAM KNOPF**, an
19 Individual, **JUSTUS H. HENKES IV**, an
20 Individual, **419 CONSULTING INC.**, a
21 California Corporation, **GOLDEN STATE**
22 **GREENS LLC**, a California LLC, **FAR WEST**
23 **MANAGEMENT, LLC**, a California LLC,
24 **FAR WEST OPERATING, LLC**, a California
25 LLC, **FAR WEST STAFFING, LLC**, a
26 California LLC, and **DOES 1-50**,

27 Defendants.

Case No: 37-2017-00037524-CU-BT-CTL

CLASS ACTION

**DECLARATION OF JOSEPH M. FISHER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 4, 2019

Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil

Ctrm: C-73

1 I, Joseph M. Fisher, declare as follows:

2 1. **Identification.** I am the president of The Notice Company, Inc., a Massachusetts
3 corporation with offices at 94 Station Street, Hingham, MA 02043 (“The Notice Company”). The
4 Notice Company is principally engaged in the administration of class action lawsuits pending in
5 courts around the United States, including the dissemination of notice to class members,
6 administering the claims process, and distributing the proceeds of the litigation to the class. I have
7 over 15 years of experience assisting attorneys with class action notices and claims administration.
8 I am also a member in good standing of the bars of the District of Columbia and the states of
9 Virginia and Massachusetts. I am over 21 years of age and not a party to this action. I have
10 personal knowledge of the facts set forth herein and, if called as a witness, could and would testify
11 thereto under oath.
12

13 2. **Purpose Of Declaration.** I submit this declaration in support of Plaintiff’s Motion
14 for Preliminary Approval of Class Action Settlement filed concurrently herewith.
15

16 3. **Experience.** The Notice Company has implemented notice programs and served
17 as settlement administrator in a wide variety of class action cases, with class membership sizes
18 ranging from a few hundred to several million, including the following:

19 Federal Courts

- 20 * *Abasi v. HCA-The Health Care Company, Inc.* (C.D. CA)
21 * *Alani v. FC Harris Pavilion Apartments Limited Partnership*
22 (N.D. CA)
23 * *Aramburu v. Healthcare Financial Services, Inc.* (E.D. NY)
24 * *Brenner v. I.C. System, Inc.* (D. CT)
25 * *Brewer v. Village of Old Field* (E.D. NY)
26 * *Cagler v. Papa John’s USA, Inc.* (W.D. NC)
27 * *In Re: Cathode Ray Tube (CRT) Antitrust Litigation* (N.D. CA)
28

- 1 * *In re Chi-Chi's, Inc.* (Bankr. D. DE)
- 2 * *In Re: Chocolate Confectionary Antitrust Litigation* (E.D. PA)
- 3 * *Coco v. Village of Belle Terre* (E.D. NY)
- 4 * *Dixon v. Hibbett Sporting Goods, Inc.* (N.D. MS)
- 5 * *Duronslet v. Transworld Systems, Inc.* (C.D. CA)
- 6 * *EEOC v. Cintas Corp.* (E.D. MI)
- 7 * *Fainbrun v. Chex Systems, Inc.* (E.D. NY)
- 8 * *Fasten v. Dun & Bradstreet Receivable Management Services, Inc.*
- 9 (E.D. NY)
- 10
- 11 * *Hurwitz v. Ameriquest Recovery Services, LLC* (E.D. NY)
- 12 * *Knott v. Dollar Tree Stores, Inc.* (N.D. AL)
- 13 * *McCarthy v. Exterra Credit Recovery, Inc.* (S.D. NY)
- 14 * *Moore v. Sank* (D. CT)
- 15 * *In re OSB Antitrust Litigation* (E.D. PA)
- 16 * *Petersen v. Costco Wholesale Corp.* (C.D. CA)
- 17 * *In re Risk Management Alternatives, Inc. Fair Debt Collection Practices*
- 18 *Act Litigation* (S.D. NY)
- 19
- 20 * *Rowell v. Voortman Cookies, Ltd* (N.D. IL)
- 21 * *Segelnick v. Risk Management Alternatives, Inc.* (E.D. NY)
- 22 * *Shimada v. Dun & Bradstreet* (C.D. CA)
- 23 * *Vega v. CBE Group, Inc.* (E.D. NY)
- 24 * *Weber v. Saint John's Health Center* (C.D. CA)
- 25 * *Weiss v. Regal Collections* (D. NJ)
- 26 * *Wood v. Village of Patchogue* (E.D. N.Y.)
- 27
- 28

State Courts

1
2 * *Adams & Associates, P.C. v. Helena's Adventures In Travel, Inc.*

3 (Oklahoma County, OK)

4 * *Aron v. U-Haul Co. of California & U-Haul International, Inc.*

5 (Los Angeles County, CA)

6 * *Baker v. Lvovskiy d/b/a Quiznos Subshop* (Suffolk County, MA)

7 * *Beck v. Point Loma Patients Consumer Cooperative Corporation*

8 (San Diego County, CA)

9
10 * *Bellotti v. Smiley Brothers, Inc. d/b/a Mohonk Mountain House* (Ulster County, NY)

11 * *Branch v. Princeton Park Homes, Inc.* (Cook County, IL)

12 * *Boccia v. U.B. Vehicle Leasing, Inc.* (Miami-Dade, FL)

13 * *Bonilla v. Starwood Hotels & Resorts Worldwide* (Los Angeles, CA)

14 * *Busse v. Motorola, Inc.* (Cook County, IL)

15 * *Calhoun v. Crossroads Hospitality, Inc.* (Cook County, IL)

16 * *Coulson v. Waldrep* (Los Angeles, CA)

17 * *Fay v. The Wackenhut Corporation* (San Mateo County, CA)

18 * *Fisher v. East Lake Management Group, Inc.* (Cook County, IL)

19 * *Foster v. Friendly Ice Cream Corporation* (Middlesex County, MA)

20 * *Friedman v. Samsung Electronics America, Inc.* (Bergen County, NJ)

21 * *Gabiola v. S.R.O. Operating Company, LLC* (Cook County, IL)

22 * *Gray v. Board of Education of The Township Of Hamilton, Mercer County*

23 (Mercer County, NJ)

24 * *Hubbs v. Red Robin International, Inc.* (Greene County, MO)

25 * *Johnson v. BH Management Services, LLC* (DuPage County, IL)

26 * *Johnson v. Houlihan's Restaurants, Inc.* (Kane County, IL)

- 1 * *Johnson v. RPH Management, Inc. d/b/a McDonald's Restaurant*
2 (Tuscaloosa County, AL)
- 3 * *Karbelashvili v. Extreme Learning, Inc.* (Santa Clara County, CA)
- 4 * *Ketch, Inc. v. Royal Windows, Inc.* (Oklahoma County, OK)
- 5 * *Kinoshita v. Makena Hawaii, Inc.* (1st Cir., HI)
- 6 * *Kong v. Nova Cellular Co.* (Cook County, IL)
- 7
- 8 * *Liik v. New Jersey Civil Service Commission* (Mercer County, NJ)
- 9 * *Lucca v. Delops, Inc., d/b/a D'Angelo's Sandwich Shops* (Bristol County, MA)
- 10 * *McAuliffe v. Bay State Gas Co.* (Plymouth County, MA)
- 11 * *Milex Electronics, Inc. v. Pitney Bowes Credit Corp.* (Suffolk County, NY)
- 12 * *MLC Mortgage Corp. v. Extol Mortgage Services, Inc.* (Oklahoma County, OK)
- 13 * *Padron v. Universal Protection Services, Inc.* (Orange County, CA)
- 14 * *Palomino v. Shop-Vac Corporation* (Bergen County, NJ)
- 15 * *Parker v. Water Tower Realty Management Company* (Cook County, IL)
- 16 * *Patterson v. JKLM, Inc. d/b/a McDonalds* (Rock Island County, IL)
- 17 * *Plum v. Bayer A.G.* (Seminole County, FL)
- 18 * *Prescott v. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant*
19 (Cumberland County, NC)
- 20
- 21 * *Rovner v. Forest City Residential Management, Inc.* (Cook County, IL)
- 22 * *Sarris v. Akzo Nobel Car Refinishes B.V.* (Essex County, MA)
- 23 * *Schwab v. America Online, Inc.* (Cook County, IL)
- 24 * *Sells v. Boyland Auto Orlando, LLC, d/b/a Mercedes Benz of South Orlando*
25 (Orange County, FL)
- 26
- 27 * *Serrano v. Woodrow Wilson Gaitor* (Hartford Judicial District, CT)
- 28 * *Shalman v. World Real Estate* (Cook County, IL)

- 1 * *Shorb v. Draper & Goldberg, PLLC* (Frederick County, MD)
- 2 * *Snuffer v. Wal-Mart Stores, Inc.* (Raleigh County, WV)
- 3 * *Springer v. State of New York* (Court of Claims, NY)
- 4 * *Summer v. Toshiba America Consumer Products, Inc.* (Bergen County, NJ)
- 5 * *Werkmeister v. Hardee's Restaurants, LLC* (Spartanburg County, SC)
- 6 * *Williams v. Williamsbridge Restaurant Inc. d/b/a New Hawaii Sea Restaurant*
- 7 (Bronx County, NY)
- 8 * *Zimmerman v. Michigan Avenue Hotel, LLC* (Cook County, IL)
- 9 * *Zmucki v. Extreme Learning, Inc.* (Santa Clara County, CA)

10 4. **Notice Documents.** The Notice Company, in cooperation with the parties' counsel,
 11 prepared a Short-Form Notice and Detailed Notice as shown, respectively, in the attached **Exhibits**
 12 **A and B.** The Short-Form Notice clearly references the settlement website
 13 www.PLPCCsettlement.com, where Class Members can view the Long-Form Notice, the
 14 Settlement Agreement, court pleadings, settlement documentation, the Preliminary Approval
 15 Order, proposed Class Counsel's Fee and Cost Application, and important dates and deadlines.
 16

17 5. **PLPCC Data.** On April 26, 2018, counsel for Point Loma Patients Consumer
 18 Cooperative ("PLPCC") provided The Notice Company with a database containing the names of
 19 37,530 persons (the "Class List"), including mailing address information that is substantially
 20 complete for approximately 95% of the persons listed. Counsel for PLPCC has informed me that
 21 this database will be supplemented with email address information of numerous persons on the list.
 22

23 6. **Email Notice.** If appointed Administrator by the Court, The Notice Company will
 24 provide notice *via email* to those Class Members whose email address is available. The email will
 25 contain the information included in the Short-Form Notice and will contain a subject line that
 26 specifically identifies the email as important to the receiver. The email process will be designed to
 27 promote deliverability by using sender IP ("Internet Protocol") addresses that are not blacklisted
 28

1 and avoiding spam trigger words. To the extent required by law, the emails will comply with the
2 CAN-SPAM Act of 2003, 15 U.S.C. § 7701 *et seq.*

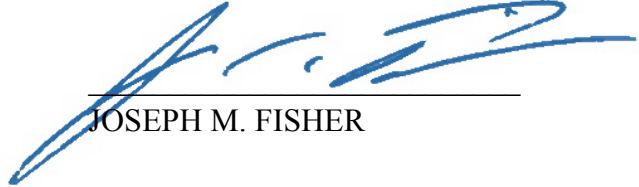
3 7. **Email Followed by Regular Mail.** The emailed notice will contain a tracking
4 mechanism that will allow the Administrator to determine if the recipient has opened the email.
5 This tracking mechanism is not infallible; if a recipient reads the email while not connected to the
6 Internet (“offline viewing”) or views the message as plain text, then the tracking mechanism may
7 not be informed that the recipient opened the email. Nonetheless, for recipients who do not appear
8 to have opened the emailed notice within 5 days, the Administrator will mail the Short-Form
9 Notice to such Class Members’ physical address.
10

11 8. **Notice by Regular Mail.** Prior to mailing the Short-Form Notice to persons
12 without deliverable email addresses, The Notice Company will submit the Class List for National
13 Change of Address (“NCOA”) updates utilizing the NCOA^{Link} service as licensed by the U.S.
14 Postal Service (“USPS”). The NCOA^{Link} process improves mail deliverability by providing mailers
15 with current, standardized, delivery point coded addresses for individual, family, and business
16 moves. This process will attempt to match each name and address on the Class List against the
17 NCOA^{Link} database consisting of approximately 160 million records of 48 months of permanent
18 address changes as filed by relocating postal customers.
19

20 9. **Returned Mail.** In the event that a mailed Short-Form Notice is returned as
21 undeliverable with a forwarding address, The Notice Company will re-mail the Short-Form Notice
22 to the indicated forwarding address. If the mailed Short-Form Notice is returned without a
23 forwarding address, The Notice Company will perform a single Skip Trace to attempt to locate a
24 deliverable mailing address using an industry accepted source such as Accurint or LexisNexis. *See*
25 Settlement Agreement, § 4-1-a. The Notice Company will re-mail the Short-Form Notice to the
26 addresses identified by successful Skip Traces.
27
28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct to the best of my knowledge.

3 EXECUTED at Hingham, Massachusetts, this 4th day of December, 2018.

4 
5 _____
6 JOSEPH M. FISHER

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT A

**ATTENTION CUSTOMERS OF POINT LOMA PATIENTS CONSUMER COOPERATIVE
A CLASS ACTION SETTLEMENT AFFECTS YOUR RIGHTS**

The Court ordered this notice so that you may decide what to do.

A proposed class Settlement has been reached in *Beck v. PLPCC et al.*, No. 37-2017-00037524-CU-BT-CTL. This lawsuit alleges that the PLPCC cooperative was operated as a for-profit business in violation of California law, which requires cooperative profits to be distributed to patrons. The lawsuit further alleges that defendants improperly diverted revenue to themselves. Defendants strongly deny any wrongdoing.

If the Court approves the Settlement, Defendants will create a \$630,000 fund for (1) credits to the Class for free or discounted product at the PLPCC, (2) settlement administrative costs, and (3) a potential class representative incentive award. **If you purchased any product from PLPCC between August 1, 2015 and December 31, 2017, you will receive a credit at PLPCC d/b/a Golden State Greens, 3452 Hancock Street, San Diego, CA 92110.** The credits will be distributed *pro rata* based on your patronage at PLPCC. The Court may award attorneys fees and costs up to \$200,000, which will be paid separately from the \$630,000 fund.

If you wish to stay a member of the class and receive PLPCC credit, simply do nothing. You may also exclude yourself from or object to the Settlement with the option to appear at the final approval hearing on _____, 2019. If you do nothing, or object to the Settlement, you will be bound by its terms and cannot later sue on your own behalf. If you exclude yourself, you will not receive anything, but will retain your right to sue. **Requests to be excluded and objections to the Settlement must be submitted by _____, 2019.**

To find out how to exclude yourself from the Settlement, or object to any part of it, visit www.PLPCCsettlement.com. The website also contains more information about the lawsuit and the Settlement. **Continue to check for updates. If the Court approves the Settlement, www.PLPCCsettlement.com will tell you when PLPCC credits will be available to redeem. PLEASE DO NOT CONTACT DEFENDANTS OR THE COURT FOR INFORMATION. Questions? Contact us at ask@PLPCCsettlement.com.**

Beck v PLPCC
Settlement Administrator c/o
The Notice Company, Inc.
P.O. Box 778
Hingham, MA 02043

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

This Notice Affects Your
Legal Rights

Please read it carefully

**www.PLPCCsettlement.com
FOR MORE INFORMATION**

<<FName>> <<LName>>
<<Addr1>> <<Addr2>>
<<City>>, <<State>> <<Zip>>

DECLARATION OF JOSEPH M. FISHER

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

You have been identified as a member of a class action lawsuit due to your purchase of product from Point Loma Patient Consumer Cooperative Cooperation d/b/a Golden State Greens (“PLPCC”).

This notice explains your rights and options and the deadlines to exercise them.

A California court authorized this Notice. This is not a solicitation from a lawyer.

SUMMARY OF THE LAWSUIT AND SETTLEMENT

- A member patron of PLPCC claims that the PLPCC cooperative was operated as a for-profit business in violation of California law, which requires cooperative profits to be distributed to cooperative patrons. The lawsuit alleges that defendants diverted revenue to themselves rather than distribute profits to patrons of PLPCC.
- PLPCC, along with 419 Consulting, Inc., Golden State Greens LLC, Far West Management, LLC, Far West Operating, LLC, Far West Staffing, LLC, Adam Knopf and Justus Henkes IV (collectively, the “Defendants”) deny any wrongdoing and have strongly defended against the lawsuit.
- Plaintiff, on behalf of himself and all class members, and Defendants have agreed to settle the litigation on the terms explained in this Notice. Defendants contest liability with respect to all facts and claims alleged in the lawsuit. Nevertheless, Defendants are entering into this settlement to avoid further expense and burden of litigation. Plaintiff, and the attorneys appointed for you and all class members (“Class Counsel”), believe this Settlement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class.
- This Notice is being sent to you to inform you about your rights and options under the proposed Settlement and your deadlines to exercise them.

	YOUR LEGAL RIGHTS AND OPTIONS
DO NOTHING AND GET BENEFITS	The Settlement provides class members (who do not exclude themselves) with account credits for free or discounted products at the PLPCC, located at 3452 Hancock Street, San Diego, CA 92110. If you wish to remain in the Settlement and receive these benefits, simply do nothing. See FAQ 7-8 below.
EXCLUDE YOURSELF	Get no credit at the PLPCC. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case. See FAQ 9-10 below. To exclude yourself, send a letter that states you want to be excluded from the settlement in “ <i>Beck. v. PLPCC</i> ,” Include your name, address, and signature. You must mail your exclusion request letter so that it is postmarked by MONTH xx, 2019.
OBJECT	Write to the Court about why you don’t like the settlement. To object, you must file with the Court and serve on Class Counsel and Defendants’ Counsel your objection in writing no later than MONTH xx, 2018. See FAQ 13 below.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. See FAQ 14-16 below.

BASIC INFORMATION

1. Why did I receive this notice?

This notice was issued because a Court has preliminarily approved a class action settlement of this litigation.

You have been identified as a class member because you purchased product from PLPCC between August 1, 2015 and December 31, 2017. As a class member, your rights may be affected. This notice explains all of these things.

Honorable Judge Joel Wohlfeil of the Superior Court of California, County of San Diego, is overseeing this class action. The case is known as *Beck v. Point Loma Patient Consumer Cooperative Corp., et al.* Case No. 37-2017-00037524-CU-BC-CTL. The person who sued is called the Plaintiff. The companies and people he sued are called the Defendants. The Defendants include PLPCC, 419 Consulting, Inc., Golden State Greens LLC, Far West Management, LLC, Far West Operating, LLC, Far West Staffing, LLC, Adam Knopf and Justus Henkes IV.

2. What is a class action?

In a class action, one or more people, called Class representatives (in this case Karl Beck), sue on behalf of all others who have similar claims. Together, these people make up the Class and are called class members. One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit could proceed as a class action because the Class Members are so numerous that that joining them in one lawsuit is impracticable; (b) there are questions of law and fact common to the Class Members; (c) Class Representative Beck's claims are typical of the claims of the Class Members; (d) Class Representative and Class Counsel are able to adequately represent the Class Members; and (e) class-wide treatment of the disputes raised in the lawsuit is superior to individual cases

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendants operated PLPCC as a for-profit business in violation of California law, including the law governing cooperative corporations, and California's medical marijuana laws. The lawsuit claims that Defendants diverted revenue to themselves rather than distribute profits to members of PLPCC. Plaintiff claims those laws require cooperative profits to be distributed to cooperative member-patrons.

Defendants vehemently deny that they have done anything wrong, or owe the Class any money.

For more information about the allegations in the case, including Court documents, see www.PLPCCsettlement.com.

5. Has the Court decided who is right?

The Court has made no determinations of the merits of the lawsuit.

THE SETTLEMENT

6. Why is there a settlement?

The parties attended two mediation sessions before retired Superior Court Judge Hon. Joel Pressman, and at mediation both sides agreed to settle the litigation on the terms described herein. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and Class Counsel believe the Settlement is in the best interest of the class members.

SETTLEMENT BENEFITS AND OPTIONS

7. Benefits of the Settlement

The Settlement relieves the need for the Class to prove their claims at trial and eliminates the uncertainty of the results of a trial. The Settlement also allows class members to receive benefits faster and without the expense of bringing their own lawsuit.

If the Settlement is approved by the Court, Defendants will create a fund of \$630,000 that will pay for credits to the Class for free or discounted product at the PLPCC. The Settlement fund will also pay for settlement administrative costs, and possibly an incentive award to the class representative (if awarded by the Court) and will reduce the funds available for account credits to Class members that do not exclude themselves from the Settlement.

If you purchased any product from PLPCC between August 1, 2015 and December 31, 2017, and do not exclude yourself from the Settlement, you will receive a credit for free or discounted products to redeem at the PLPCC, 3452 Hancock Street, San Diego, CA 92110. The credits will be distributed *pro rata* based on your patronage at PLPCC. In other words, Class members that purchased more from the PLPCC will receive more credits than Class members that purchased less.

You can redeem your credits for free or discounted products from PLPCC for 18 months after the Settlement is finally approved by the Court.

The settlement website www.PLPCCsettlement.com and dispensary website www.goldenstategreens.com will have details about when your credits will be available to redeem.

If you do not redeem Credits within 18 months, they will revert back to the general fund of PLPCC to be used for the “general welfare” of PLPCC patrons.

Credits are non-transferable and not redeemable for cash.

8. How can I get those benefits?

If you wish to stay a member of the Class and receive credits to redeem for free or discounted products at the PLPCC, simply do nothing. You will automatically receive these credits if the Settlement is approved. If you do nothing, you will be considered a member of the Class, and will waive your right to sue Defendants (and other Released Parties) based on, or arising out of, the facts alleged in the lawsuit.

The Court must also issue a final ruling approving the Settlement. The Court has preliminarily approved the Settlement, but will hold a hearing on [redacted] at [redacted] to decide whether to issue final approval of the Settlement. The hearing may be changed by the Court, and you should check www.PLPCCsettlement.com for any updates. If the Court approves the Settlement, there may be appeals. Benefits are contingent on final approval of the Court, including the determination of any appeal or other challenge. We do not know how long this will take, but check www.PLPCCsettlement.com for any updates.

9. What am I giving up in exchange for the settlement benefits?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against the Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

10. Can I exclude myself from the Settlement?

Yes. If you don't want to receive PLPCC credits from this settlement, or want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself, or “opting-out” of the settlement Class.

If you exclude yourself: (1) you will not receive any Settlement benefits; (2) you will not be legally bound the Settlement; and (3) you will keep any rights you may have to sue Defendants for the legal claims included in this lawsuit, so long as suit is filed before the relevant statutes of limitation expire.

You cannot exclude yourself on the phone or by e-mail. To exclude yourself, send a letter that states you want to be excluded from the “*Beck. v. PLPCC Settlement*”. Include your name, address, and signature. **You must mail your exclusion request letter so that it is postmarked by MONTH XX, 2019 to: Beck v PLPCC - Settlement Administrator c/o The Notice Company, Inc., P.O. Box 778, Hingham, MA 02043.** As a reminder, before making a decision to exclude yourself, you should consult a lawyer.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court has appointed William R. Restis of The Restis Law Firm, P.C. as Class Counsel, and he represents you and other Class members in this case. You will not be charged for Class Counsel’s fees. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and reimbursement of litigation expenses up to \$200,000, Defendants have agreed not to oppose these fees and expenses, but the Court may award less than these amounts. Defendants will separately pay the attorneys fees and expenses that the Court awards. These amounts will not come out of the funds for payments to the Class.

12. Does The Class Representative Get Special Treatment?

Under the Settlement, the Class Representative will receive his same *pro rata* share of the Settlement fund as every other Class member, based on how much product he purchased at the PLPCC.

But as part of the Settlement, Defendants have agreed not to object to a request by Class Counsel for an incentive award up to \$5,000 to Mr. Beck in recognition for his efforts as Class Representative. Mr. Beck’s support for the Settlement is not contingent on payment of the incentive award, which must be approved by the Court. The Court may award Mr. Beck less than \$5,000, or nothing at all.

Any incentive fee awarded to Mr. Beck as Class Representative will be paid out of the \$630,000 Settlement fund and reduce the funds available for account credits to Class members that do not exclude themselves from the Settlement.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court I don’t like the Settlement?

You can object to the Settlement if you do not like it or any part of it. To object, you must file with the Court and serve on Class Counsel and Defendants’ Counsel your objection in writing.

The objection must include the following information:

- (a) your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel as well;
- (b) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- (c) all grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- (d) a list of all previous objections you or your counsel have made to any other class action settlement, if any; and
- (e) your handwritten signature.

Your written objection must be served on and actually received by the Court and counsel, at the following addresses, no later than MONTH xx, 2019:

Class Counsel: San Diego Superior Court

William Restis, Esq.
THE RESTIS FIRM, P.C.
402 W. Broadway, Suite 1520
San Diego, California 92101

Hon. Joel Wohlfeil, Dept. C-73
San Diego Superior Court
330 W. Broadway
San Diego, California 92101

Defendants' Counsel: Defendants' Counsel:

Tamara Leetham
Gina Austin
Austin Legal Group
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

Matthew B. Dart
Dart Law
12526 High Bluff Drive, Ste 300
San Diego, CA 92130

FINAL APPROVAL HEARING

14. When and where will the Court decide final approval of the settlement?

The Court will hold a hearing to consider whether to finally approve the Settlement on MONTH xx, 2019 at __:__ a.m./p.m. at:

Hon. Joel Wohlfeil, Dept. C-73
San Diego Superior Court
330 W. Broadway
San Diego, California 92101

The hearing date may be changed by the Court. You can check www.PLPCCsettlement.com for updates. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and capable of approval. The court will consider any objections. The Court will decide whether to approve the Settlement at or after the hearing.

15. Do I have to come to Court?

No. Class Counsel will present the Settlement, answer any questions, and respond to any objections. You may, however, attend the hearing at your own expense.

16. May I speak at the hearing?

The Court must grant you permission to speak at the hearing. If you want to speak at the hearing, you must file a Notice of Intention to Appear with the Court and send a copy to Class Counsel and Defendants' counsel at the addresses listed above no later than MONTH xx, 2019. You may also be required to provide proof that you are a class member.

IF YOU DO NOTHING

17. What if I do nothing?

You will be included in the Settlement. However, you will release your claims against Defendants.

DATE: Month 00, 0000