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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CRUZ**

GEORGE PATTERSON, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

RANDOLPH K. REPASS, MATTHEW L. HYDE,
BARBARA L. RAMBO, DENNIS F. MADSEN,
ROBERT D. OLSEN, JAMES F. NORDSTROM,
JR., ALICE M. RICHTER, and CHRISTIANA SHI,

Defendants.

Case No. 17CV01995

Judge: Hon. John Gallagher

Dept.: 10

NOTICE OF SETTLEMENT

TO ALL PARTIES WHO HAVE APPEARED IN THIS ACTION AND THEIR ATTORNEYS
OF RECORD HEREIN:

PLEASE TAKE NOTICE that the parties have reached a class action settlement in principle
in the Action, as outlined in the attached term sheet. *See* Exhibit A. The parties expect to be able to
file the stipulation of settlement and motion for preliminary approval in advance of the reserved
hearing date set for February 5, 2020 at 8:30 a.m. on plaintiff's motion for preliminary approval of

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the class action settlement.

Dated: December 17, 2020

BRODSKY & SMITH, LLC

By: 
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EXHIBIT “A”

Settlement Term Sheet

In settlement of the action styled *Patterson v. Repass*, Case No. 17CV01995 pending in the Superior Court of California for the County of Santa Cruz (the “Court”) (the “Action”), plaintiff George Patterson (“Plaintiff”) and defendants Randolph K. Repass, Matthew L. Hyde, Barbara L. Rambo, Dennis F. Madsen, Robert D. Olsen, James F. Nordstrom, Jr., Alice M. Richter, and Christiana Shi (“Defendants,” and collectively with Plaintiff, the “Parties”), by and through their undersigned counsel, agree as follows (the “Settlement”):

- **Settlement Consideration:** In consideration for the full and final Settlement and release of all Released Claims (as defined below) by Plaintiff and the Class (as defined below) and the dismissal with prejudice of the Action, Defendants, West Marine, Inc. Rising Tide Parent Inc. (“Parent”), and Rising Tide Merger Sub, Inc. (“Merger Sub”), affiliates of private equity fund Monomoy Capital Partners III, L.P. (“Monomoy”), and/or their indemnifier(s) and/or insurer(s) shall cause to be paid into a common fund the sum of \$2,500,000.00 for the Class (the “Class Fund”) within 15 business days of preliminary approval of the settlement by the Court
- **Class Fund Attorneys’ Fees and Costs:** Plaintiff’s counsel will seek an award of reasonable attorneys’ fees and expenses in the Court of up to 1/3 of the Class Fund. Plaintiff’s counsel will also seek reimbursement from the Class Fund of all out of pocket expenses, cost disbursements, expert fees, and consulting fees in the Action. Defendants agree not to oppose such application.
- **Incentive Award:** Plaintiff will seek a reasonable incentive award for his time and effort in this Action to be paid from the Class Fund Attorneys’ Fees and Costs awarded.
- **Class Notice and Administration:** The cost of notice and administration of the Class Fund shall be paid from the Class Fund subject to approval by the Court.
- **Stipulation of Settlement:** The parties contemplate that the Settlement will be reflected in greater detail in a definitive settlement agreement (with the exhibits thereto, the “Stipulation”), which will provide for and encompass the terms described herein and other customary terms. The parties agree to work in good faith to draft and execute the Stipulation by December 30, 2019.
- **Release:** The Stipulation shall provide, among other things, for the release of all known and unknown claims that Plaintiff or any or all other members of the Class ever had, now have, or may have against any of the Released Parties (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims that could be asserted derivatively on behalf of West Marine), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, claims or any other matters, that were, could have been, or in the future can or might be alleged, asserted, or claimed, directly or indirectly, in the Action, or relate to the subject matter thereof, in any court, tribunal, forum, or proceeding (the “Released Claims”); provided, however, that the Released Claims shall not include any properly perfected claims for appraisal

pursuant to 8 Del. C. § 262 or claims to enforce the Settlement or any members of the Class that properly seek to opt-out from the Settlement.

- **Released Parties:** The “Released Parties” shall include Defendants and each of their respective past or present affiliates, parents and subsidiaries (specifically including West Marine, Inc. Rising Tide Parent Inc. (“Parent”), and Rising Tide Merger Sub, Inc. (“Merger Sub”), affiliates of private equity fund Monomoy Capital Partners III, L.P. (“Monomoy”), as well as each of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.
- **Certification of Class:** As previously ordered on September 21, 2018.
- **Notice:** Plaintiff’s counsel shall be responsible for selecting a class administrator and providing and administering notice of the proposed Settlement to the members of the Class.
- **Approval:** The Stipulation will be subject to approval by the Court. The Parties will use their reasonable best efforts to finalize and execute the Stipulation by December 30, 2019.
- **Binding Effect and Conditions:** This term sheet shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs and assigns, provided that no Party shall assign or delegate its rights or responsibilities under this term sheet without the prior written consent of the other Parties. The Released Parties who are not Parties hereto shall be third party beneficiaries under this term sheet entitled to enforce this term sheet in accordance with its terms. The Settlement and this term sheet are expressly conditioned on, and the definitive Stipulation will reflect, the following conditions: (a) final certification of the Class as an opt-out class; (b) Final Court Approval of the Settlement; and (c) dismissal with prejudice of the Action as to all members of the Class (including Plaintiff) without the award of any damages, costs, fees or the grant of further relief except for the payments contemplated by this term sheet.
- **No Admissions:** The parties to the Action and the signatories to this term sheet and the Stipulation contemplated by it will not admit any wrongdoing.
- **Choice of Law/Jurisdiction/Venue/Waiver of Jury Trial:** This Settlement and term sheet, and the eventual Stipulation contemplated by it, and any dispute arising out of or relating in any way to this term sheet, the Stipulation or the Settlement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws

of the State of California, without regard to conflict of laws principles. In the Stipulation contemplated by this term sheet, the parties will also agree to customary provisions in which the parties will consent to the jurisdiction and venue of the Court and expressly waive their right to a jury trial.

[Signatures Appear On The Following Pages]

Date: December 17, 2019

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