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FILED
Superior Court of California
County of Alameda

05/09/2022

Clad File, Executive Officer / Clerk of the Court

By: A. Ampomah Deputy
A. Ampomah

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA—OAKLAND

CARLOS HERNANDEZ, an individual; and
CESAR MORA, an individual, and MARIA
MONTES, an individual; on behalf of
themselves and others similarly-situated,

Plaintiffs,

v.

GRUBMARKET, INC., a Delaware Corporation
GRAND FOOD, INC., a California Corporation;
PAUL CHIU, an individual; BENJAMIN CHIU,
an individual; LINGNEY CHIU, an individual;
and DOES 1-20, inclusive,

Defendants.

Case Nos.: RG20071436, RG20052426

**REVISED ~~PROPOSED~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION & PAGA
SETTLEMENT**

Reservation ID: 348311783614

Date: May 5, 2022

Time: 9:00 a.m.

Dept: 24

Before the Honorable Noël Wise

KASSANDRA ANAYA, an individual, on
behalf of herself, the State of California and
other current and former employees,

Cross-Complainant,

v.

GRUBMARKET, INC., a Delaware Corporation
GRAND FOOD, INC., a California Corporation;
PAUL CHIU, an individual; BENJAMIN CHIU,
an individual; LINGNEY CHIU, an individual;
and DOES 1-20, inclusive,

Cross-Defendants.

1 Plaintiffs' unopposed Motion for Preliminary Approval of Class Settlement came on for
2 hearing on May 5, 2022 at 9:00 a.m. in Department 24 of this honorable Court. Having read and
3 considered the moving papers, the Declaration of Joseph D. Sutton filed in support thereof and the
4 exhibits attached thereto, including the Settlement Agreement, proposed Class Notice Packet, and
5 the Settlement Administrator bid and information packet, the Declaration of Jesse M. Newmark,
6 the Declaration of Eric S. Trabucco re: Tentative Ruling, and having heard all argument by
7 counsel presented at the hearing, and good cause appearing, the Court finds and orders as follows:

8 1. Plaintiffs Carlos Hernandez, Cesar Mora, Maria Montes, and Kassandra Anaya and
9 Defendants Grubmarket, Inc., Grand Food, Inc., Paul Chiu, Benjamin Chiu, and Lingney Chiu,
10 through their respective counsel of record, have reached an agreement to settle all claims in this
11 class action, which alleges violations of the California Labor Code, unlawful business practices
12 under Business & Professions Code section 17200, *et seq.* and California's Private Attorney
13 General Act ("PAGA"), Labor Code sections 2698, *et seq.* See Class Action Settlement Agreement
14 (hereinafter "Settlement Agreement" or "Settlement"), Ex. 1 to the Declaration of Joseph D. Sutton
15 ("Sutton Decl.").

16 2. The Court has reviewed the terms of the proposed Settlement Agreement, as well as
17 the Declaration of Joseph D. Sutton, which sets out in detail the litigation, the informal discovery
18 exchanged, and mediation efforts undertaken by both parties that paved the way for this Settlement.
19 Based upon this Court's review of the Settlement Agreement, the Notice of Motion for Preliminary
20 Approval of Class Action and PAGA Settlement, the Memorandum of Points and Authorities in
21 Support Thereof, the Declaration of Joseph D. Sutton in support of the Motion and the exhibits
22 attached thereto, and the Declaration of Jesse Newmark in support of the Motion, as well as the
23 entire record in this matter, the Court finds that the Settlement appears to be fair, adequate, and
24 reasonable to the Class, and falls within the range of possible judicial approval.

25 3. The Court confirms that the notice procedure presented by the Settlement
26 Agreement constitutes the best notice practicable, while also providing, within the relevant notice
27 documents, all information required to protect the due process interests of the Class. The proposed
28 notice procedure is the best practicable in that the Class Notice will be issued to all Class Members

1 via United States Postal Service First Class Mail for whom valid mailing addresses are available.
2 In addition, the Settlement Administrator will take the necessary steps to resend the Class Notice
3 in certain situations to ensure that the notice reaches as many of the Class Members as is practical.
4 The Court further finds that the proposed notice procedure appropriately provides notice to the
5 Class of the terms of the Settlement Agreement and the options facing the Class including, but not
6 limited to: exclusion from the Settlement; representation by counsel of their choosing; to remain a
7 member of the Class and automatically receive payment if the Settlement Administrator has their
8 valid mailing address; challenging their respective number of workweeks worked; and/or objecting
9 to the terms of the Settlement.

10 Therefore, good cause appearing, **IT IS HEREBY ORDERED** that:

11 4. The Court preliminarily approves the Class Action Settlement Agreement;

12 5. The Court grants conditional certification for settlement purposes only of the
13 following Class, pursuant to Code of Civil Procedure section 382:

14 All individuals who were employed by the Company Defendants in
15 California as non-exempt and/or hourly-paid employees at any time from
16 August 14, 2016, through the Date of Preliminary Approval of the Parties' Settlement, inclusive.

17 6. The Court Appoints Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of
18 Advocates for Worker Rights LLP, and Veronica D. Chavez and Jesse Newmark of Centro Legal
19 de la Raza, as Class Counsel for the Class;

20 7. The Court appoints Plaintiffs Carlos Hernandez, Cesar Mora, Maria Montes, and
21 Kassandra Anaya as the Class Representatives for the Class;

22 8. The Court approves, as to form and content, the Class Notice packet (attached hereto
23 as Exhibit A, substantially in the form of the Class Notice packet attached to the Declaration of Eric
24 S. Trabucco re: Tentative Ruling), including the Request for Exclusion Form and the Individual
25 Class Member Verification Form; the procedure for providing notice to the Class; and the procedure
26 for Class members to object to, or request exclusion from, the Settlement. In implementing the
27 notice procedure, the Parties may make any necessary changes to these documents provided those
28 changes are consistent with this Order;

1 9. The Court will not rule on the proposed attorneys' fees and costs or the proposed
2 Class Representative service awards at this time; rather, it will consider whether to approve that
3 request based on its review of a separate noticed motion to be filed by Plaintiffs prior to the final
4 approval hearing;

5 10. The Court hereby approves the parties' selection of Phoenix Class Action
6 Administration Solutions ("Phoenix") as the Settlement Administrator and directs Phoenix to
7 perform all tasks related to administration and distribution of this Settlement. Phoenix provided a
8 bid not to exceed \$8,850 to administer this Settlement. Should the administration cost be less than
9 \$8,850, the difference will be distributed to the Class on a *pro rata* basis;

10 11. The Settlement Administrator is further ordered to provide the approved Class
11 Notice in accordance with the schedule below (to the extent any discrepancies between these items
12 and the Settlement exist, the terms of this Order shall control):

13 a. No later than fifteen (15) business days after the Court enters its order
14 granting preliminary approval of the Settlement, Company Defendants will provide the Settlement
15 Administrator with a Class List (or two separate but complete Class Lists), in electronic format,
16 containing, for each Class Member, the Class Member's full legal name, last known mailing
17 address, social security number, telephone number and/or email address, and the dates of
18 employment in California with Company Defendants in a non-exempt and/or hourly-paid position.
19 At the time Company Defendants transmit the Class List(s) to the Settlement Administrator, it shall
20 also provide to Class Counsel a signed verification confirming the accuracy of the number of Class
21 Members;

22 b. Within seven (7) days after receiving the Class Members' data, the
23 Settlement Administrator will mail the Class Notice Packets (in English, Spanish and simplified
24 Chinese, as confirmed by Defendants through their counsel) to all identified Class Members via
25 first-class regular U.S. Mail. Prior to the mailing of Class Notice to Class Members, the Settlement
26 Administrator shall perform an electronic address search/check;

27 c. Within seven (7) business days from the date of receipt of a Class Notice
28 Packet that is returned because of an incorrect address, the Settlement Administrator will search for

1 a more current address for the Class Member using Accurant and other reasonable and cost-effective
2 skip trace methods, and re-mail the Class Notice Packet to the Class Member;

3 d. Within forty-five (45) calendar days from the date the Settlement
4 Administrator sends the Class Notice Packet, a Class Member who wishes to opt-out of the
5 Settlement must submit a request for exclusion to the Settlement Administrator; The parties will
6 provide the Court with a complete and accurate list of all Class Members who submitted a timely
7 and complete Request for Exclusion in the final approval motion;

8 e. Within forty-five (45) calendar days from the date the Settlement
9 Administrator sends the Class Notice Packet, a Class Member who wishes to object to any term of
10 the Settlement must file with the Court and serve on counsel for the Parties a written objection to
11 the Settlement setting forth the grounds for the objection. The objection must also indicate whether
12 the Class Member intends to appear at the Final Approval Hearing. Absent good cause found by
13 the Court, Class Members who do not file and serve written objections in the manner and by the
14 deadlines specified in the Class Notice will be deemed to have waived any objections and will be
15 foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other
16 related matters. Class Counsel and Defendants' counsel will file a response to any objection no later
17 than seven (7) calendar days prior to the Motion for Final Approval Hearing. The Settlement
18 Administrator will share all submitted objections with the Parties, and Class Counsel will file a
19 single packet with all objections with the Court;

20 f. A Class Member who wishes to dispute the number of workweeks they
21 worked, may do so by notifying the Settlement Administrator in writing by either email, FAX or
22 mail postmarked no later than forty-five (45) calendar days from the date the Settlement
23 Administrator sends the Class Notice Packet. The Settlement Administrator will make the final
24 determination as to the correct number of compensable workweeks for such a Class Member;

25 g. No later than thirty (30) calendar days following the Effective Date,
26 Defendants will transfer to the Claims Administrator the Gross Settlement Amount. Within fifteen
27 (15) days after receipt of the Gross Settlement Amount, the Settlement Administrator will pay to
28 Class Members their individual Settlement Shares; to Plaintiffs, the Class Representative Service

1 Payments; to Class Counsel, 90% of the Class Counsel Fees and Litigation Expenses Award (*i.e.*,
2 all but a 10% hold back); and to the Settlement Administrator, its reasonable fees and expenses;

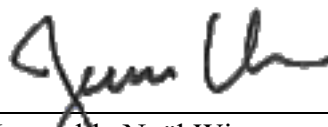
3 h. If one or more Class Members fail to cash their Settlement Share check
4 within ninety (90) days after it is mailed to their last known address, and if the aggregate funds
5 represented by the uncashed checks total \$20,000 or more, they will be distributed to each Class
6 Member who is participating in the Settlement and cashed their first Settlement Share check in the
7 same *pro rata* manner as the first Settlement Share checks. If the aggregate funds represented by
8 uncashed second checks total less than \$20,000, they will be provided to Legal Aid at Work as *cy*
9 *pres* recipient. Should there be a distribution to the *cy pres* recipient pursuant to the Settlement,
10 Plaintiffs' counsel will submit a post-judgment report of the amount actually paid to the Class and
11 an amendment of the judgment to indicate the amount paid to the *cy pres* recipient. If there is no
12 distribution to the *cy pres* recipient, Plaintiffs' counsel will submit a report confirming the
13 distribution process and final accounting of the Settlement.

14 i. Within fifteen (15) days after Plaintiffs' counsel confirms with the Court the
15 distribution process and final accounting, the Settlement Administrator will pay the remaining 10%
16 of the Class Counsel Fees and Litigation Expenses Award hold back.

17 12. A Final Approval Hearing shall be held on August 18, 2022 at 9:00 a.m. in
18 Department 24 of this honorable Court, to determine whether the Settlement is fair, adequate,
19 reasonable, and should be approved. The Court reserves the right to adjourn or continue the date of
20 the Fairness Hearing without further notice to the Class.

21 **IT IS SO ORDERED.**

22
23
24 Dated: May 9 , 2022



The Honorable Noël Wise
Alameda County Superior Court Judge
Jenna Whitman / Judge

Exhibit A

to Revised [Proposed] Order Granting Motion for Preliminary
Approval of Class Action & PAGA Settlement

Hernandez, et al. v. GrubMarket, Inc, et al.
Alameda County Case Nos. RG20071436, RG20052426

If you worked at GrubMarket, Inc. and/or Grand Food, Inc. between August 14, 2016 and [DATE OF PRELIMINARY APPROVAL], you may be entitled to receive a payment from a class action settlement.

The Alameda County Superior Court authorized this notice. This is not a lawyer solicitation.

PLEASE READ THIS NOTICE CAREFULLY. DEFENDANTS MAY NOT RETALIATE AGAINST YOU FOR STAYING IN, OPTING OUT, OR OBJECTING TO THE SETTLEMENT

A proposed class action settlement has been reached between Carlos Hernandez, Cesar Mora, Maria Montes, and Kassandra Anaya (collectively, “Plaintiffs”) and GrubMarket, Inc. (“GrubMarket”), Grand Food, Inc. (“Grand Food”), Paul Chiu, Benjamin Chiu, and Lingney Chiu (collectively, “Defendants”) in the lawsuit currently pending in the Alameda County Superior Court on behalf of the following class:

All individuals who were employed by GrubMarket, Inc. and/or Grand Food, Inc. in California as non-exempt and/or hourly-paid employees at any time between August 14, 2016 and [DATE OF PRELIMINARY APPROVAL].

Your Estimated Total Number of Workweeks	#####
Your Estimated Total Settlement Share	#####

The Court has preliminarily approved the settlement and conditionally certified the Class for purposes of settlement. You have received this notice because Defendants’ records indicate that you are a member of the Class. This notice will inform you of how you can participate in the settlement, object to the settlement, request exclusion from the settlement, or provide corrected information to the administrator.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the settlement.
EXCLUDE YOURSELF	Receive no money. You will retain the right to pursue your own legal claims against Defendants.
OBJECT	Write to the Court about why you object to the settlement. If the settlement receives final approval, you will receive money and give up rights to sue Defendants for claims released in the settlement.
CHALLENGE YOUR DATES OF EMPLOYMENT	Challenge your dates of employment listed in this Notice on the enclosed “Class Member Verification Form” and supply any supporting evidence. If you challenge your dates of employment, you will still be part of the settlement and will give up rights to sue Defendants for claims released in the settlement.

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BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE PACKAGE?

You received this notice because Defendants' records indicate that you worked for GrubMarket and/or Grand Food at some point(s) between August 14, 2016 and [DATE OF PRELIMINARY APPROVAL], and are therefore a member of the Class for purposes of this settlement.

You received this notice because you have a right to know about a proposed settlement of the class action lawsuit, and about all of your options, before the Court decides whether to finally approve the settlement. If the Court grants final approval to the settlement, after objections, if any, are resolved, a settlement administrator appointed by the Court will issue the payments provided for by the settlement to Class Members. You are encouraged to keep your address up to date with the administrator at all times (the administrator's contact information can be found in Section 12).

This notice package explains the allegations and background regarding the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of this case is the Alameda County Superior Court, and the case is named, "*Hernandez, et al. v. Grubmarket Inc., et al.*," which is a consolidated action encompassing Case Nos. RG20071436 and RG20052426. The persons who sued, Carlos Hernandez, Cesar Mora, Maria Montes, and Kassandra Anaya, are the Plaintiffs, and the company and persons they sued, GrubMarket, Grand Food, Paul Chiu, Benjamin Chiu, and Lingney Chiu, are the Defendants.

2. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs in the lawsuit claim that Defendants: (1) failed to pay workers for all hours worked; (2) failed to pay workers for all overtime hours worked; (3) failed to provide workers with lawful meal periods and rest breaks; (4) failed to provide workers with accurate itemized wage statements; (5) failed to timely pay all wages owed to workers who resigned or were terminated; (6) failed to reimburse workers for necessary business expenses; and (7) violated California's Unfair Competition Law. In addition, the Plaintiffs are seeking to recover civil penalties for alleged violations of the California Labor Code by Defendants, based on the allegations above, pursuant to the California Private Attorneys General Act ("PAGA"). Defendants deny Plaintiffs' claims and deny any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called Class Representatives (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe they would win at trial. Defendants think that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both parties face should the case proceed, the parties have agreed to a negotiated settlement. This way, all parties avoid the cost of proceedings leading up to a trial, a trial,

the risk of losing the right to a trial or at trial, and the workers affected by the alleged violations receive compensation. The settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as their lawyers (called “Class Counsel”), believe the settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this notice, you are a Class Member in this lawsuit for settlement purposes. The class includes: All individuals who were employed by GrubMarket and/or Grand Food in California as non-exempt and/or hourly-paid employees at any time between August 14, 2016 and [DATE OF PRELIMINARY APPROVAL].

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a gross total of nine-hundred and twenty-five thousand dollars (\$925,000.00) to settle this lawsuit.

8. HOW MUCH WILL MY PAYMENT BE?

Class Members who do not request to be excluded from the settlement will receive a settlement share, after amounts are deducted for: (1) Class Counsel’s expenses and attorneys’ fees; (2) the Class Representatives service awards; (3) a payment of civil penalties, under the PAGA, to California’s Labor & Workforce Development Agency and PAGA Members; and (4) the settlement administrator’s reasonable fees and expenses incurred in administering the settlement.

An approximation of your settlement share appears on the first page of this Notice, as well as on the enclosed Class Member Verification Form, and is based on the number of workweeks you worked, as represented in Defendants’ records, in comparison to other workers during the period August 14, 2016 and [DATE OF PRELIMINARY APPROVAL].

Seventy percent (70%) of each Class Member’s settlement share as a payment in settlement of the Participating Class Member’s claims for alleged civil and statutory penalties, liquidated damages, and interest (the “Non-Wage Portion”). This Non-Wage Portion shall be reported on a Form 1099 by the Settlement Administrator and issued to each Participating Class Member. The remaining thirty percent (30%) of each Class Member’s settlement share will be treated as a payment in settlement of the Participating Class Member’s claims for unpaid wages (the “Wage Portion”). Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion. The employer’s share of payroll contributions on the wage portion of Class Member settlement shares will be paid by Defendants separate from and in addition to the total settlement amount.

The PAGA Shares of PAGA Members (employees who worked during the PAGA Period, or February 29, 2019 and [DATE OF PRELIMINARY APPROVAL]) will be based on the number of workweeks worked in Defendants' records in comparison to other workers during the PAGA Period. All PAGA Members will receive a PAGA Share, even if they submit a valid request for exclusion from the Class Settlement. One-hundred percent (100%) of each PAGA Member's PAGA share will be characterized as penalties and therefore will not be reduced by payroll tax withholdings and deductions. The settlement administrator will issue a FORM 1099 for PAGA Members' PAGA shares.

The proposed allocation of the settlement is:

Total Settlement Amount	\$925,000.00
Less	
Class Representatives Service Award (4 x \$10,000)	-\$40,000.00
Class Counsel Attorneys' Fees	-\$308,333.33
Class Counsel Litigation Costs	-\$20,000.00
Settlement Administration Fees	-\$8,850.00
PAGA Payment to LWDA	-\$15,000.00
Amount to be Distributed to Class Members	\$532,816.67

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of workweeks you worked listed on the enclosed "Class Member Verification Form" is incorrect, please correct it and provide any supporting evidence to the settlement administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a final fairness hearing on [REDACTED], 2022, to decide whether to approve the settlement. If the Judge approves the settlement, there could be appeals. It is also uncertain whether these appeals can be resolved, and resolving them could take time, perhaps more than a year. For an update on the status of payments, please contact the settlement administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

Unless you exclude yourself from the settlement, you will remain a Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendants about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. Specifically, this means that you will be giving up your right to sue Defendants for all claims asserted or that could have been asserted in the Complaint deriving from and/or based on the facts alleged, arising out of or related to services to or work performed for Defendants (or any of them) during the Class Period including claims for wages, penalties, interest, attorneys' fees and/or costs, including, without limitation, all claims, causes of action, and/or requests for relief pursuant to California Labor Code sections 200, 201-202, 203-204, 204b, 210, 218.6, 221, 223, 226, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 511, 512, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1776, 2802, 2698 *et seq.*, Business & Professions Code sections 17200 *et seq.*, and the applicable Wage Orders of the Industrial Welfare Commission.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45-days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement administrator to identify you. You can send your request for exclusion to the settlement administrator at:

Phoenix Class Action Administration Solutions
Hernandez, et al. v. Grubmarket Inc., et al. Settlement
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the settlement, you will not be legally bound by anything that happens in this lawsuit, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the settlement you will not be able to object to the settlement and you will not get a Class Member settlement share, but you will still receive a PAGA share if you worked for Defendants at any time from February 29, 2019 to [DATE OF PRELIMINARY APPROVAL]. If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this settlement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45-days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself you will not receive any money from this settlement. However, if you timely exclude yourself from the settlement, you will retain the right to pursue your own legal action against any of the Defendants, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that the Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco or Advocates for Worker Rights LLP and Jesse M. Newmark and Veronica D. Chavez of Centro Legal de la Raza are qualified to represent you and the Class Members in this lawsuit. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$308,333.33 (or 1/3 of the total settlement) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also seek Court-approval of up to \$20,000 in litigation expenses incurred in this matter. The Court

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payments to Plaintiffs Carlos Hernandez, Cesar Mora, Maria Montes, and Kassandra Anaya in the amount of \$10,000 each in addition to their settlement shares for the initiative, risk, and time and energy they have spent in service to the Class as Class Representatives. The Court may award the Class Representatives less than what they have requested.

OBJECTING TO THE SETTLEMENT

You can tell the Court you don't agree with the settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you're a Class Member, you can object to the settlement if you have a reason that you don't agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your view.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person, telephonically, or through an attorney hired at your own expense. To object to the Settlement you must file with the Court (see address in section 22) and serve on counsel for the Parties (see address in section 22) a written objection setting forth the grounds for the objection no later than the [45-days after Class Notice is Mailed]. Be sure to include your name, your signature, any other information you think would be helpful to the settlement administrator or the Court to identify you, and the reasons you object to the settlement. The objection must also indicate whether the Class Member intends to appear at the Final Approval Hearing. Absent good cause found by the Court, Class Members who do not file and serve written objections in the manner and by the deadlines specified in the Class Notice will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other related matters. Notwithstanding, in the discretion of the Court, any Class Members, or persons purporting to object on behalf of any Class Members, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered.

Written objections may also be submitted to the Settlement Administrator whose contact information appears in Section 12. The Settlement Administrator will share all submitted objections with the Parties, and Class Counsel will file a single packet with all objections with the Court.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the settlement. You can object only if you stay in the Class.

Requesting exclusion 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, and you do not get any money from this settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The Court will hold a final fairness hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Fairness Hearing at _____ on _____, 2022 in Department 24 of the Alameda County Superior Court located at 1221 Oak Street, 4th Floor, Oakland, CA 94612, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Wise may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator, the Court, or counsel for the parties on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a settlement payment, and you will be bound by the terms of settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants in this action (*Hernandez, et al. v. Grubmarket Inc., et al.*, Case Nos. RG20071436 and RG20052426) about the legal issues in this case.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

To get more information about this class action and settlement, you may contact Class Counsel:

Advocates for Worker Rights LLP
212 9th Street, Suite 314
Oakland, CA 94607
Tel: 510-269-4200
www.advocatesforworkers.com

Centro Legal de la Raza
3022 International Boulevard, Ste. 410
Oakland, CA 94601
Tel: 510-679-6285
www.centrolegal.org

You may access the pleadings and other records in this litigation, including the Settlement Agreement, through the Court's Public Portal online filing system ("eCourt Public Portal"):
<https://eportal.alameda.courts.ca.gov/?q=Home>

After arriving at the website, click "Searches." On the next page click "Case Number Search" and then enter RG20071436 as the case number and click "SEARCH." Images of every document filed in the case can be viewed through the 'Register of Actions' for a minimal fee.

These documents may also be examined free of charge by using one of the computer terminal kiosks available at Rene C. Davidson Courthouse in Oakland, CA and the Hayward Hall of Justice during normal business hours.

PLEASE DO NOT TELEPHONE THE COURT OR GRUBMARKET, INC.'S OR GRANDFOOD, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR.

Dated: [REDACTED], 2022.

By Order of the Court

CLASS MEMBER VERIFICATION FORM

PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT. IF THE INFORMATION IS CORRECT, YOU DO NOT NEED TO DO ANYTHING ELSE IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT. HOWEVER, IF ANY OF THE INFORMATION IS NOT CORRECT, PROVIDE CORRECTED INFORMATION IN THE CORRESPONDING SPACES ON PAGE 2 AND MAIL THE CORRECTIONS TO THE SETTLEMENT ADMINISTRATOR BY NO LATER THAN , 2022 AT:

Grubmarket Inc.,
Phoenix Class Action Administrators
XXXXXXXXXX
XXXXXX, XX XXXXX

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

1. Your name: _____
2. Your mailing address: _____

3. Last four digits of your Social Security number: _____
4. Start date and end date (if applicable) of your employment with Grubmarket, Inc. or Grandfood, Inc. _____
5. Number of workweeks you worked at Grubmarket, Inc. or Grandfood, Inc. from August 14, 2016 to [DATE OF PRELIMINARY APPROVAL]. _____
6. Number of workweeks you worked at Grubmarket, Inc. or Grandfood, Inc. from February 29, 2019 to [DATE OF PRELIMINARY APPROVAL]. _____

YOUR ESTIMATED SETTLEMENT SHARE	\$ _____
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YOUR SETTLEMENT SHARE IS BASED ON THE NUMBER OF WORKWEEKS YOU WORKED AT GRUBMARKET, INC. OR GRANDFOOD, INC. FROM **AUGUST 14, 2016 TO** [DATE OF PRELIMINARY APPROVAL].

IF ANY OF THE INFORMATION SHOWN ON PAGE 1 (NUMBERS 1 TO 6) IS INCORRECT, PLEASE CORRECT IT IN THE SPACES BELOW AND MAIL IT TO THE ADMINISTRATOR BY _____, 2022. IF YOU ARE DISPUTING ANY INFORMATION IN NUMBERS 4, 5 OR 6, STATE WHAT YOU BELIEVE TO BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.

CORRECTED INFORMATION

1. Your *corrected* name: _____
2. Your *corrected* mailing address: _____

3. *Corrected* last four digits of your Social Security number: _____
4. *Corrected* start date and end date (if applicable) of employment with Grubmarket, Inc. or Grandfood, Inc. _____
5. *Corrected* number of workweeks you worked at Grubmarket, Inc. or Grandfood, Inc. from August 14, 2016 to _____, 2022. _____
6. *Corrected* number of workweeks you worked at Grubmarket, Inc. or Grandfood, Inc. from February 29, 2019 to _____, 2022. _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____, 2022, at _____ [city], _____ [state].

(print name)

(signature)

PLEASE REMEMBER THAT IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO THE RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR SETTLEMENT SHARE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/10/2022
PLAINTIFF/PETITIONER: Carlos Hernandez et al	Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampousah</u> Deputy
DEFENDANT/RESPONDENT: Grubmarket, Inc. a Delaware Corporation et al	A. Ampousah
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG20071436

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Revised [Proposed] Order Granting Preliminary Approval of Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Ankineh.Zadoorian@quarles.com

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Veronica Chavez
CENTRO LEGAL DE LA PLAZA
vchavez@centrolegal.org

Dated: 05/10/2022

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampousah

A. Ampousah, Deputy Clerk