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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MOHAMMED RAHMAN, ALICIA
NOEMI BAUTISTA DIAZ, AND
PASCAL MOORE, individually and on
behalf of all others similarly situated,

Plaintiffs,

V.

GATE GOURMET, INC.,
GATEGROUP U.S. HOLDING, INC.,
and DOES 1-10, inclusive,

Defendants.

Case No.: 3:20-cv-03047-WHO

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Hon. William H. Orrick

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GATE GOURMET, INC.
and GATEGROUP U.S. HOLDING, INC.

SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act Settlement Agreement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore (hereinafter, “Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of all Class Members (as defined in Paragraph 9 b., on the one hand, and Defendants Gate Gourmet, Inc. and gategroup U.S. Holding, Inc. (“Gate Gourmet” or “Defendants”), on the other hand, (collectively, the “Parties”), and subject to the approval of the Court.

1. On May 4, 2020, Plaintiff Mohammed Rahman filed a class action Complaint in the United States District Court, Northern District, Case No. 20-cv-03047-DMR (later reassigned as 20-cv-03407-WHO), that included causes of action for failure to pay wages for all hours worked (Lab.C. §§ 1194, 1194.2, 1197; IWC Wage Order No. 5, § 4(A)); failure to pay overtime wages (Lab.C. §§ 510, 1194; IWC Wage Order No. 5, § 3(A)(1)); failure to provide meal periods (Lab.C. §§ 226.7, 512; IWC Wage Order No. 5, § 11); failure to furnish accurate wage statements (Lab.C. § 226); waiting time penalties (Lab.C. §§ 201, 202, 203); unfair business practices (Bus. & Prof. Code § 17200, et seq.); and injunction. On May 5, 2020, Plaintiff Mohammed Rahman served a Private Attorneys General Act (“PAGA”) Notice of Violations on the LWDA, which described allegations that Defendants violated Labor Code §§ 201, 202, 204, 223, 226, 226.7, 510, 512, 558, 1174, 1197, 1198, and 1199, as well as IWC Wage Order No. 5, §§ 3, 4, and 11, and that Plaintiff and Aggrieved Employees were entitled to civil penalties pursuant to Labor Code §§ 203, 210, 225.5, 226, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), 2699(f), and other applicable law. On July 10, 2020, a First Amended Complaint was filed that added Penalties under the PAGA (Labor Code § 2698, et seq). On February 2, 2022, Plaintiff Mohammed Rahman served a First Amended PAGA Notice of Violations on the LWDA, which added allegations of uncompensated preliminary and postliminary activities.

1 2. On September 4, 2020, Plaintiff Alicia Noemi Bautista Diaz filed a class action
2 complaint in the Superior Court of California, County of Los Angeles, Case Number
3 20STCV34299, that included causes of action for failure to pay minimum and regular
4 rate wages (Lab.C. §§ 204, 1194, 1194.2, 1197); failure to pay overtime compensation
5 (Lab.C. §§ 1194 and 1198); failure to provide meal periods (Lab.C. §§ 226.7, 512);
6 failure to authorize and permit rest periods (Lab.C. § 226.7); failure to time pay final
7 wages at termination (Lab.C. §§ 201-203); failure to provide accurate itemized wage
8 statements (Lab.C. §§ 226); and unfair business practices (Bus. & Prof. Code § 17200,
9 et seq.). On June 28, 2021, Plaintiff Alicia Noemi Bautista Diaz served a PAGA Notice
10 of Violations on the LWDA, which described allegations that Defendants violated
11 Labor Code §§ 201, 203, 204, 226.7, 510, 512, 1174.5, 1194, 1197, and 1198, and that
12 Plaintiff and Aggrieved Employees were entitled to civil penalties pursuant to Labor
13 Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(f)(2). On October 15, 2020, the
14 action was removed to the Central District of California, Case Number 2:20-cv-09454-
15 SB-MAA; on June 28, 2021, the action was remanded to the Superior Court, County of
16 Los Angeles; on December 22, 2021, the action was removed again to the Central
17 District of California; on February 23, 2022, the action was transferred to the Northern
18 District of California and then reassigned, Case Number 22-cv-1136-WHO.

19 3. On May 10, 2021, Plaintiff Pascal Moore filed a class action complaint in the
20 Superior Court of California, County of Los Angeles, Case Number 21STCV17642, that
21 included causes of action for failure to pay wages for all hours worked at minimum
22 wage (Lab.C. §§ 1194 and 1197); failure to authorize or permit meal periods (Lab.C. §§
23 512 and 226.7); failure to authorize or permit rest breaks (Lab.C. § 226.7); failure to
24 timely pay final wages at termination (Lab.C. §§ 201-203); failure to provide accurate
25 itemized wage statements (Lab.C. § 226); failure to timely pay earned wages during
26 employment (Lab.C. ¶ 204); and unfair business practices (Bus. & Prof. Code § 17200,
27 et seq.). On May 10, 2021, Plaintiff Pascal Moore served a PAGA Notice of Violations
28 on the LWDA, which described allegations that Defendants violated Labor Code §§

201, 202, 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, and that Plaintiff and Aggrieved Employees were entitled to civil penalties pursuant to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 1194, 1197, and 1198. On July 19, 2021, the action was removed to the Central District of California, Case Number 2:21-cv-05834-ODW-SP.

4. The Parties agree to enter into a stipulation to permit Plaintiffs Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore to file a Consolidated Complaint in the Northern District of California. The Consolidated Complaint will contain all claims and factual assertions pled in any of the complaints referenced in Paragraphs 1-3 and all claims and factual assertions contained in any PAGA notices served on the LWDA by any of Plaintiffs regarding either or both Defendants. The *Moore* action, currently pending in the Central District of California, will be dismissed following the filing of the consolidated complaint.

5. The parties participated in a global mediation with Hunter Hughes, III. Following the mediation session with Mr. Hughes, a mediator's proposal for the settlement of all actions was accepted by Plaintiffs and Defendants on May 12, 2022.

6. Prior to mediation with Mr. Hughes, the Parties engaged in formal written discovery, document production, informal discovery for mediation, and interviewed multiple putative class members. Substantial raw data and data compilations and analysis concerning the putative class was performed by Plaintiffs' experts.

7. Representative Plaintiffs and their counsel have conducted sufficient discovery and analysis to evaluate the strengths and weaknesses of their respective claims and Defendants' defenses and to recommend this Settlement to the putative class members, aggrieved employees, and the Court.

8. Counsel has fully advised Representative Plaintiffs of this Agreement and represents that they approve of and consent to the terms herein.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

1 9. Definitions of Certain Settlement Terms:

2 a. **“Person”** shall have the meaning set forth in California Government Code
3 Section 17.

4 b. **“Settlement Class”**: All individuals employed at any Gate Gourmet
5 facility in California as a non-exempt employee at any time from May 4, 2016
6 through the date of the preliminary approval of the settlement by the Court.

7 c. **“Class Period”**: May 4, 2016 through the date of the Preliminary
8 Approval of this Settlement by the Court.

9 d. Each individual member of the Settlement Class shall be referred to as a
10 **“Class Member.”**

11 e. **“Participating Class Members”**: All Members of the Settlement Class
12 except those who timely submit a valid Request for Exclusion (as defined in
13 Paragraph 32) for this Settlement pursuant to the process described in this
14 Agreement.

15 f. **“PAGA Aggrieved Employees”**: All individuals employed at any Gate
16 Gourmet facility in California as a non-exempt employee at any time from May
17 5, 2019 through the date of the preliminary approval of the settlement by the
18 Court.

19 g. **“PAGA Period”**: May 5, 2019 through the date of the preliminary
20 approval of the settlement by the Court.

21 h. **“Class Counsel”**: Aiman-Smith & Marcy, PC; Moon & Yang, APC;
22 Lavi & Ebrahimian, LLP.

23 i. **“Notice”**: The notice form to Class Members, substantially in the form
24 attached hereto as **Exhibit A**, which will, among other things, notify Class
25 Members of the preliminary approval of the settlement and scheduling of the
26 final approval hearing. This **Notice** will be available for viewing on the
27 settlement website.

28 j. **“Postcard Notice”**: The postcard notice form to Class Members,

1 substantially in the form attached hereto as **Exhibit B**, which will, among other
2 things, notify Class Members of the settlement website for viewing the long form
3 **Notice**.

4 k. “**Notice Deadline**” means the date that is sixty (60) days after the Notice
5 is initially mailed to the Settlement Class. Class Members shall have until the
6 Notice Deadline to exclude themselves or object to the Settlement.

7 l. “**Final Approval**”: The date of the Court’s order granting final approval
8 of the Settlement.

9 m. “**Administrator**”: The administrator responsible for administering this
10 settlement, Atticus Administration (subject to court approval).

11 10. Settlement of the Consolidated Action: As detailed in the Release set forth in
12 Paragraph 35, all causes of action alleged in this Consolidated Action—and any claims,
13 damages, or causes of action that could have been brought based on the factual
14 allegations in the Consolidated Action, including any claims arising from the alleged
15 violation of any provision of California law which were or could have been raised as a
16 part of the Consolidated Action—shall be settled and compromised in full and without
17 exception as between each Participating Class Member and Defendants, subject to the
18 terms and conditions set forth in this Agreement and the approval of the United States
19 District Court for the Central District of California.

20 11. Settlement Amount:

21 a. “**Gross Settlement Amount**”: In consideration for this Settlement and a
22 release by the Class Members, Defendants have agreed to pay the sum of Three
23 Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$3,850,000.00).
24 The Gross Settlement Amount is the maximum amount that Defendants are
25 required to pay for any and all purposes under this Agreement. The Gross
26 Settlement Amount shall exclude Defendants’ share of federal, state, and local
27 taxes only, and such amounts will be paid separately by Defendants. In no event
28 shall any part of the Gross Settlement Amount revert to the Defendants.

b. **“Net Settlement Amount”**: The Gross Settlement Amount of Three Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$3,850,000.00) less the following deductions:

i. The sum of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) for the representative payment award to Plaintiffs, with Seven Thousand Five Hundred Dollars (\$7,500) to be paid each to Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore, or such other amount as approved by the Court;

ii. The sum of attorneys’ fees to Class Counsel under Paragraph 17, which shall not exceed One Million Two Hundred and Eighty-Three Thousand Two Hundred Dollars and Zero Cents (\$1,283,200.00) (33.33 % of the Gross Settlement Amount);

iii. The sum of costs awarded to Class Counsel under Paragraph 17, which shall not exceed Fifty-Six Thousand Dollars and Zero Cents (\$56,000.00);

iv. The administrative expenses approved by the Court pursuant to this Agreement, estimated at Forty Thousand Dollars and Zero Cents (\$40,000.00); and

v. Two Hundred Eighty-Eight Thousand Dollars Seven Hundred Fifty Dollars and Zero Cents (\$288,750.00), which is 75% of the Three Hundred Eighty-Five Thousand Dollars and Zero Cents (\$385,000.00) earmarked for the release of Representative Plaintiffs’ and each PAGA Aggrieved Employee’s PAGA claims, and which will be paid to the California Labor and Workforce Development Agency (“**LWDA**”).

c. The Net Settlement Amount is comprised of two parts: (1) the **“Net PAGA Settlement Amount”** (*i.e.*, the \$96,250.00 earmarked for the release of Representative Plaintiffs’ and each PAGA Aggrieved Employee’s PAGA claims that is not payable to the California Labor and Workforce Development

Agency); and (2) the “**Net Class Settlement Amount**” (*i.e.*, the entire Net Settlement Amount less the Net PAGA Settlement Amount, which is approximately \$2,159,550.00).

12. Settlement Formula and Distribution:

Subject to the conditions of this Agreement, Class Members shall be entitled to a share (the “**Settlement Share**”) of the Net Settlement Amount. The allocation is set forth as follows: (1) Each Participating Class Member’s number of Workweeks during the Class Period will be divided by the total number of Workweeks for all Participating Class Members during the Class Period, and the resulting figure will be multiplied by the Net Settlement Amount; and (2) for PAGA Aggrieved Employees, the Net PAGA Settlement Amount of \$96,250 will be divided by the total number of Workweeks for all PAGA Aggrieved Employees during the PAGA Period, and the resulting figure will be multiplied by the Net PAGA Settlement Amount.

13. Reference to Gate Gourmet’s Records:

The number of weeks worked by Class Members as non-exempt employees in California during the Class Period will be determined by reference to Gate Gourmet’s records. Gate Gourmet’s records shall be presumptively correct for determining who the Class Members and PAGA Aggrieved Employees are and the number of weeks worked by the Class Members during the Class Period and PAGA Period.

14. Allocation of Settlement Payments:

a. One-third (1/3) of all Settlement Share payments to Participating Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state and federal taxes. Participating Class Members will receive from the Administrator an IRS Form W-2 for the payment and taxes that will be withheld at the rate required by law. Furthermore, Defendants (via the Administrator) will pay all amounts required by law to be paid by the employer to any federal, state or local tax authority.

b. Two-thirds (2/3) of all Settlement Share payments to Participating Class

Members shall be considered non-wages for the settlement of interest claims and statutory and civil penalty claims, and for attorneys' fees. Class Members will receive from the Administrator an IRS Form 1099 for these payments, in accordance with and if required by IRS requirements, and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.

c. One Hundred Percent (100%) of payments from the Net PAGA Settlement

Amount paid to PAGA Aggrieved Employees shall be considered non-wages for the settlement of interest claims and statutory and civil penalty claims. Class Members will receive from the Administrator an IRS Form 1099 for these payments, in accordance with and if required by IRS requirements, and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.

15. Service Payment Award to Representative Plaintiffs:

From the Gross Settlement Amount, each Representative Plaintiff will be paid Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) as a service award for their time and efforts as Representative Plaintiffs. These service payment awards are for initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Action, and granting the general release under the Settlement, and are will be paid in addition to their rights to payments provided in this Agreement. Tax deductions and withholdings will not be taken from the Representative Payments, and instead a Form 1099 will be issued to each Plaintiff with respect to this payment. Representative Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing. The Representative Plaintiffs hereby indemnify and hold Defendants harmless for and against any action or liability of Representative Plaintiffs, if any tax authority should dispute the characterization of this compensation.

16. PAGA Payment:

1 Subject to Court Approval, from the Gross Settlement Amount, a payment of Two
2 Hundred Eighty-Eight Thousand Dollars Seven Hundred Fifty Dollars and Zero Cents
3 (\$288,750.00) will be made to the LWDA, which is the payment to the State of
4 California for its share of civil penalties pursuant to the Labor Code Private Attorneys
5 General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”), approved by the Court. The
6 Two Hundred Eighty-Eight Thousand Dollars Seven Hundred Fifty Dollars and Zero
7 Cents (\$288,750.00) payment is 75% of Three Hundred Eighty-Five Thousand Dollars
8 and Zero Cents (\$385,000.00), which is the amount that the Parties have earmarked for
9 the release of claims under PAGA. The remaining Twenty-Five Percent (25%), or
10 Ninety-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$96,250.00), will be
11 allocated to the Net PAGA Settlement Amount for distribution to the PAGA Aggrieved
12 Employees as set forth in Paragraph 11 (c), above. The Net PAGA Amount will be
13 divided by the total number of Workweeks for all PAGA Aggrieved Employees during
14 the PAGA Period, and the resulting figure will be multiplied by the Net PAGA
15 Settlement Amount.

16 17. Attorneys’ Fees and Costs:

17 Class Counsel shall submit an application for an award of attorneys’ fees not to exceed
18 One Million Two Hundred and Eighty-Three Thousand Two Hundred Dollars and Zero
19 Cents (\$1,283,200.00) (33.33 % of the Gross Settlement Amount). This amount will
20 cover all work performed to date and all work to be performed in connection with the
21 approval by the Court of this Agreement and the final conclusion of this Consolidated
22 Action. Defendants agree not to oppose any fee application that is not in excess of the
23 amount specified in this Paragraph. Should the fee and costs Award approved by the
24 Court be less than the amount sought, the difference shall be added to the Net
25 Settlement Amount. Payment of the fees and costs to Class Counsel shall constitute full
26 satisfaction of any obligation to pay any amounts to any Person, attorney or law firm for
27 attorneys’ fees, expenses or costs in the Action, and shall relieve Defendants of any
28 other claims or liability to any other attorney or law firm for any attorneys’ fees,

1 expenses and/or costs to which any of them may claim to be entitled on behalf of
2 Plaintiffs and/or the Class.

3 Class Counsel shall submit an application for the reimbursement of costs and expenses
4 in an amount not to exceed Fifty-Six Thousand Dollars and Zero Cents (\$56,000.00).
5 This amount will cover all costs and expenses incurred to date or to be incurred. This
6 amount shall come from the Gross Settlement Amount. Defendants agree not to oppose
7 any cost and expense application that is not in excess of the amount specified in this
8 Paragraph.

9 Except as provided herein, each party shall be responsible for its own attorneys' fees
10 and costs.

11 **18. Date of Defendants' Payment to Administrator:**

12 Defendants shall pay the Administrator all amounts awarded and approved by the Court
13 and for the amount of employer-side payroll taxes, for payment to the Class, to the
14 LWDA, the service payment awards, and for attorneys' fees and costs on the "**Payment**
15 **Date,**" which shall be the latest of the following occurrences:

- 16 a. Thirty (30) calendar days following Final Approval, provided no objection
17 is made to this Settlement prior to or at the hearing for final approval of this
18 Settlement, or if any objection is made, but is resolved formally and withdrawn
19 prior to the final approval hearing of this Settlement.
- 20 b. If an objection to this Settlement is made before or at the hearing for final
21 approval (that is not resolved prior to the hearing and is formally withdrawn),
22 thirty (30) calendar days after any deadline to file an appeal under Federal Rule
23 of Appellate Procedure 4 has expired, provided no appeal is filed.
- 24 c. If an appeal has been taken or sought, thirty (30) calendar days after the
25 date the Judgment is finally affirmed by an appellate court with no possibility of
26 subsequent appeal or other judicial review, or the date the appeal(s) or other
27 judicial review are finally dismissed (and upholding the Settlement) with no
28 possibility of subsequent appeal or other judicial review.

1 19. Date of Administrator's Payment to Recipients:

2 Within ten (10) business days of the Payment Date, the Administrator shall distribute all
3 payments due under the Settlement, including the payments to each Class Member, to
4 Representative Plaintiffs, to the LWDA, and Class Counsel. Also, within ten (10)
5 business days of the Payment Date, the Administrator shall remit payment to the
6 appropriate tax authorities of the employee's and employer's share of taxes with respect
7 to the wage-portion.

8 20. No Further Payments:

9 Defendants shall have no obligation to pay or provide any further consideration to any
10 Class Member by reason of this Agreement or because of the foregoing payments,
11 including but not limited to contributions to any 401(k) or other retirement or employee
12 benefit plan, vacation or sick pay, etc. Any payments made pursuant to this Agreement
13 will not trigger any obligation of Defendants to make any withholding for 401(k)
14 contributions or to make any contributions to any 401(k) or similar plan. Nor will it
15 trigger any obligation of Defendants to make any contributions to any employee welfare
16 benefit plan for the benefit of any Class Member who is a member of any union.

17 21. Parties' Contentions:

18 In entering into this Agreement, Defendants do not admit to any liability or wrongdoing
19 of any kind associated with the asserted claims. In entering into this Agreement,
20 Representative Plaintiffs believe that they have filed a meritorious action.

21 22. Certification for Settlement Purposes Only:

22 As part of this Agreement and for purposes of this Settlement only, the Parties stipulate
23 to the certification of the Settlement Class. If this Agreement does not become final for
24 any reason, the Parties' willingness to stipulate to class certification as part of this
25 Settlement shall have no bearing on, and will not be admissible in connection with, the
26 issue of whether any class should be certified in this case or in any other pending or
27 future lawsuit. The Parties and their counsel will not offer or make reference to this
28 provisional stipulation to class certification for purposes of this Settlement in any

subsequent proceeding in this Consolidated Action (except for purposes of having this Agreement approved by the Court) or in any other action.

23. Settlement Fair, Reasonable, and Adequate

Representative Plaintiffs and Class Counsel are of the opinion that the terms set forth in this Agreement are fair, reasonable, and adequate and this Agreement is in the best interest of the Class in light of all known facts and circumstances, including the risk of pending motions and the trial, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and their counsel also agree that this Agreement is fair and is in the best interests of the Class and each Class Member.

THE ADMINISTRATOR

24. Selection of Administrator:

Subject to the Court's approval, Atticus Administration shall be retained as the Administrator.

25. Class List:

Within thirty (30) calendar days of the date the Court enters an order granting preliminary approval of the Settlement (the "**Preliminary Approval Date**"), Defendants shall provide to the Administrator a list containing, for each Class Member, the following information: (1) name; (2) last known address, email address (to the extent such information is maintained by Defendants) and phone number (to the extent such information is maintained by Defendants); (3) Social Security Number; (4) number of weeks worked by each individual as a Class Member during the Class Period; and (5) number of weeks worked by each individual as a PAGA Aggrieved Employee during the PAGA Period.

26. Administrator's Duties:

The Administrator's duties will include:

- a. updating addresses contained in the Class List by way of search of the National Change of Address registry before the initial mailing of the Notice Packet;

- b. preparing, printing, mailing and emailing (where email is available pursuant to Paragraph 25) the Postcard Notice, in substantially the form attached hereto as “**Exhibit B**” to Class Members, as well as re-mailing any Postcard Notice that is returned by the U.S. Postal Service as non-deliverable but with a forwarding address; conducting a skip-trace on any Postcard Notice returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Postcard Notice to any new address obtained by way of skip-trace. The Administrator will also mail reminder postcards to all Class Members who have been issued checks or digital payments but have not cashed their check or verified their digital payment issued to them within ninety (90) calendar days after the checks’ or payments’ issuance;
- c. creating a website for the Settlement which will allow Class Members to view the Class Notice in substantially the same form attached hereto as “**Exhibit A**”, this Settlement Agreement, all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement, and payment options. Additionally, the Settlement website will provide contact information for Class Counsel and the Administrator. The Administrator will provide Class Counsel and Defendants’ counsel with a preview of the proposed website. Class Counsel and Defendants’ counsel must approve the website before it goes live and also must approve any modifications to the website. The Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods.
- d. conducting any necessary verifications of Social Security Numbers;
- e. reviewing and processing disputes (as defined in Paragraph 34) and objections to the Settlement (as defined in Paragraph 33);
- f. providing Class Counsel and Defendants’ Counsel with periodic status reports about the delivery of the Notice, disputes, and objections to the Settlement;

g. issuing payment to effectuate the payments due under the Settlement. Settlement checks will be valid for one hundred and eighty (180) days. Digital payments will be able to be activated for one hundred and eighty (180) days. At the end of that 180-day period, settlement checks will be void and non-activated digital payments will be combined with the sum of uncashed checks. The amounts of any uncashed checks and non-activated digital payments shall undergo a second distribution to Participating Class Members and/or be distributed to the charitable organization agreed to by the Parties and approved by the Court as detailed in Paragraph 31 (d));

h. providing a report listing the amounts of payments made to each Class Member; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement.

27. Qualified Settlement Fund:

The Parties agree that the settlement funds will be placed in an account held by the Administrator to effectuate the terms of this Agreement and the orders of the Court. The Parties agree that the settlement fund (1) shall be established pursuant to an order of the Court prior to the receipt of any monies from Defendants; (2) that it shall be established to resolve and satisfy the contested claims that have resulted, or may result, from the matters that are the subject of this Consolidated Action and that are released by this Settlement; and (3) that the fund or account that is established and its assets are segregated and shall be segregated (within a separately established fund or account) from the assets of Defendants and all related other Persons. The Administrator shall be responsible for establishing, administering, and otherwise operating the settlement fund, including the preparation and filing of federal, state, and local tax returns. The Administrator shall also be responsible for preparing and issuing all payments to the Class Members, Representative Plaintiffs, Class Counsel, the employer's share of any payroll taxes and all checks for claims administration costs and expenses that are

1 approved by the Court and any other payments included in this Agreement and
2 approved by the Court.

3 28. Administrator's Findings:

4 The Administrator shall report, in summary or narrative form, the substance of its
5 findings regarding the notice and claims process, and, in that regard, the Administrator's
6 approval of claims shall be conclusive and binding. The Administrator shall be granted
7 reasonable access to Gate Gourmet's records to perform its duties. All disputes relating
8 to the Administrator's ability and need to perform its duties shall be referred, if
9 necessary, to the Court, which will have continuing jurisdiction over the terms and
10 conditions of this Agreement. The Administrator submits to the jurisdiction of the
11 Court in connection with its appointment as Administrator.

12 29. Administrator's Reports:

13 The Administrator shall provide weekly reports to counsel concerning receipt of Class
14 Members' requests for exclusion and returned mail.

15 **ADMINISTRATION OF SETTLEMENT**

16 30. Notice:

17 Within ten (10) business days of receipt of the Class List, the Postcard Notice, in the
18 form attached hereto as Exhibit "B", as approved by the Court, shall be sent by the
19 Administrator to each Class Member. The Postcard Notice shall be sent by first class
20 mail to each Class Member's current or last known address on file with TPI, following
21 an updated review of the National Change of Address Registry by the Administrator, as
22 well as by email (where available). The long form Notice, in the form attached hereto as
23 Exhibit "A" will be posted on the settlement website.

- 24 a. Returned Postcard Notice: For Postcard Notices returned from this
25 mailing with forwarding addresses affixed thereto, the Administrator will
26 promptly perform a single re-mailing of the Postcard Notice to the forwarding
27 address. For Postcard Notices returned without a forwarding address, the
28 Administrator will utilize reasonable and customary skip-tracing efforts to locate

an updated address, and promptly perform a single re-mailing to such updated address, if found.

b. It will be presumed that that a Class Member received the Postcard Notice if it has not been returned within thirty (30) days of mailing.

c. At least ten (10) days prior to the final approval hearing, the Administrator shall provide the Court with a declaration of due diligence and proof of mailing with regard to the mailing of the Postcard Notice, all attempts to locate Class Members, and confirmation of the posting of the long form Notice on the settlement website. Class Counsel shall be responsible for working with the Administrator to timely file the declaration of due diligence.

31. Administrator's Responsibility for Payment:

a. Class Members will have an option to choose a digital payment or a hard copy check. If a Class Member does not affirmatively choose a digital payment, a hard copy check will be mailed.

b. The digital payment options will include E-Mastercard, Paypal, and Venmo. Class members will have one hundred eighty (180) calendar days to activate their digital payment.

c. All settlement checks will be valid for one hundred eighty (180) calendar days.

d. At the end of the 180-day period, settlement checks will be cancelled and digital payments not activated will be combined with the uncashed settlement checks.

i. If the total residual amount of uncashed settlement checks and non-activated digital payments is less than Fifty Thousand Dollars and Zero Cents (\$50,000.00), then the amount will revert to *cy pres*. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The Parties propose Open Door Legal, which provides legal services assisting low-income, working families and promotes better understanding of the

1 conditions, policies, and institutions that affect the well-being of workers
2 and their families and communities. The Administrator shall distribute
3 any *cy pres* payment.

4 ii.If the total residual amount is Fifty Thousand Dollars and Zero Cents
5 (\$50,000.00) or greater, a second distribution will occur to those Class
6 Members who cashed their Settlement Award checks and activated their
7 digital payments. The second distribution will occur on a pro rata basis as
8 provided for in Paragraph 12. In the event of a redistribution of uncashed
9 check and non-activated digital payments funds to Class Members who
10 cashed or activated their Settlement Award, the additional settlement
11 administration costs related to the redistribution will be deducted from the
12 total amount of uncashed checks and non-activated digital payments prior
13 to the redistribution. If a check to a Settlement Class Member is returned
14 to the Administrator as undeliverable during the second distribution, the
15 Administrator shall promptly attempt to obtain a valid mailing address by
16 performing a skip trace search and, if another address is identified, shall
17 mail the check to the newly identified address. If none is found, then said
18 check shall revert to the *cy pres* recipient. If there are uncashed check
19 funds or digital payments not activated remaining from redistribution as
20 described in this Paragraph, then the amount will revert to *cy pres*
21 regardless of the amount and there will not be a second redistribution.

22 iii.Within twenty-one (21) days after the distribution of any remaining
23 monies to Class Members who cashed their Settlement Award check or
24 activated their digital payment or to the *cy pres* recipient, Representative
25 Plaintiffs will file a Post-Distribution Accounting. The Post-Distribution
26 Accounting will set forth the total settlement fund, the total number of
27 Class Members, the total number of Class Members to whom notice was
28 sent and not returned as undeliverable, the number and percentage of

1 objections, the average and median recovery per claimant, the method(s)
2 of notice and the method(s) of payment to class members, the number and
3 value of checks not cashed and digital payments not activated, the
4 amounts distributed to the *cy pres* recipient (if applicable), the
5 administrative costs, the attorneys' fees and costs, the attorneys' fees in
6 terms of percentage of the settlement fund, and the multiplier, if any.

7 32. Exclusions:

8 a. The Notice shall describe the process for Class Members to submit a
9 request for exclusion ("**Request for Exclusion**") from this Settlement. Requests
10 for Exclusion must contain the Class Member's name, current address, a
11 statement that he/she wishes to exclude himself/herself from the Settlement, last
12 four digits of their social security number, and must be signed individually by the
13 Class Member. No Request for Exclusion may be made on behalf of a group.
14 Such written statement must be postmarked by the Notice Deadline. None of the
15 Parties, their counsel, nor any Person on their behalf, shall seek to solicit or
16 otherwise encourage anyone to exclude themselves from the settlement. Class
17 Members who submit a Request for Exclusion are not entitled to any Settlement
18 Payment under this Agreement other than for their share of the Net PAGA
19 Settlement Amount.

20 b. In the event any Request for Exclusion is timely submitted but does not
21 contain sufficient information to be valid, the Administrator shall provide the
22 Class Member, within seven (7) calendar days, a letter requesting the information
23 that was not provided and giving the Class Member fourteen (14) days from the
24 mailing of such cure letter to respond. Any invalid submission that is not timely
25 cured will be considered a nullity.

26 c. Any Class Member who does not timely mail or fax a valid Request for
27 Exclusion to the Administrator shall be bound by the terms of this Agreement
28 and shall have released the Released Claims (as defined in Paragraph 35), even if

1 he/she files an objection to the Settlement.

2 d. A Class Member who has submitted a Request for Exclusion may
3 withdraw or revoke his/her Request for Exclusion in writing provided that the
4 writing is mailed or faxed to the Administrator and postmarked or fax-stamped
5 no later than five (5) days prior to the final approval hearing.

6 e. No Class Member will be permitted to pursue a claim released by this
7 Settlement on the grounds that a Request for Exclusion was submitted timely and
8 lost, destroyed, misplaced or otherwise not received by the Administrator unless
9 the Class Member has adequate proof that the Request for Exclusion was mailed
10 timely certified and return receipt requested or has equivalent proof of timely
11 delivery.

12 f. PAGA Aggrieved Employees who submit a timely Request for
13 Exclusion will still be entitled to their share of the Net PAGA Settlement
14 Amount.

15 33. Objections to the Settlement.

16 a. Class Members who do not submit a timely Request for Exclusion shall be
17 permitted to object to the Settlement before Final Approval. To object, a
18 Participating Class Member must file a timely written objection with the Court.

19 b. Such objection shall not be valid unless it includes the information
20 specified in the Settlement Notice. The statement must be signed personally by
21 the objector, and shall state each specific objection and any legal and factual
22 support for each objection. The objection must also state the Participating Class
23 Member's full name, address, the dates of his/her employment at Gate Gourmet,
24 and whether the objector intends to appear at the final approval hearing.

25 c. No Class Member shall be entitled to be heard at the final approval
26 hearing (whether individually or through counsel), unless written notice of the
27 Class Member's intention to appear at the final approval hearing has been filed
28 with the Court and served upon Class Counsel and Defendants' Counsel on or

1 before the Notice Deadline and the Class Member has not opted out of the
2 Settlement. The postmark date of mailing to Class Counsel and Defendants'
3 Counsel shall be the exclusive means for determining that an objection is timely
4 mailed to counsel. If postmark dates differ, the later of the two postmark dates
5 will control.

6 d. If the Court rejects the Participating Class Member's objection, the
7 Participating Class Member will still be bound by the terms of this Agreement
8 including the release.

9 e. The requirement that the Participating Class Member submit a written
10 objection may be excused by the Court upon a showing of good cause.

11 f. None of the Parties, their counsel, nor any Person on their behalf, shall
12 seek to solicit or otherwise encourage anyone to object to the settlement, or
13 appeal from any order of the Court that is consistent with the terms of this
14 Settlement.

15 34. Handling of Disputes Regarding Workweeks:

16 Class Member disputes may arise regarding the number of weeks worked as a non-
17 exempt worker for Gate Gourmet in California during the Class Period as shown in his
18 or her Settlement Notice. To the extent that any Class Member disputes the number of
19 workweeks that the Class Member worked, such Class Members may produce evidence
20 to the Administrator establishing the dates they contend to have worked for Defendants.
21 The deadline for Settlement Class Members to submit disputes pursuant to this
22 paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline).
23 Unless the Settlement Class Member presents convincing evidence proving he or she
24 worked more workweeks than shown by Defendants' records, his/her Settlement Award
25 will be determined based on Defendants' records. The Administrator shall notify
26 counsel for the Parties of any disputes it receives. Defendants shall review its records
27 and provide further information to the Administrator, as necessary. The Administrator
28 shall resolve any remaining dispute. Absent evidence rebutting Defendant's records,

Defendant's records will be determinative. The Administrator will notify the disputing Settlement Class Member of the decision.

RELEASE OF CLASS CLAIMS

35. Release of Claims by Participating Class Members and Representative Plaintiffs:

Upon the Final Approval by the Court of this Agreement, and except as to such rights or claims as may be created by this Agreement, each Participating Class Member fully releases and discharges Defendants, their present, former, and future parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively hereafter, the "**Released Parties**") from any and all claims, debts, liabilities, demands, claims for restitution or injunctive relief, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, liquidated damages, penalties, loss of wages, actions, causes of action and any other relief (of whatever kind or nature, whether known or unknown) that were asserted in the Action or could have been asserted based on the Factual Predicates, from May 4, 2016 through the date of the Final Approval of the settlement by the Court, including but not limited to Claims for violations of California law pertaining to (1) failure to pay wages for all hours worked, (2) failure to pay overtime wages, (3) failure to authorize and provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay earned wages, (6) failure to furnish accurate wage statements, (7) waiting time penalties, (8) unfair business practices, and (9) PAGA civil penalties to the extent based on the six immediately preceding and identified issues in Subsections (1)-(8). This release includes but is not limited to claims for violations of California Labor Code §§ 201, 202, 204, 223, 226, 226.7, 510, 512, 558, 1174, 1197, 1197.1, 1198, 1199, and § 2698, *et seq.*; IWC Wage Order No. 5, §§ 3, 4, 9, and 11; California Code of Civil Procedure § 1021.5; California Business & Professions Code § 17200, *et seq.* (to the extent based on the same protections as provided by each of the statutes listed immediately above) that are or could be based on the Factual Predicates.. Class

Members who are not Participating Class Members release claims under PAGA only. (All together collectively, “**Released Claims**”). The “**Factual Predicates**” shall consist of all assertions of fact in any complaint filed by any or all of Plaintiffs against either or both Defendants from May 4, 2020, through the date of Final Approval and all assertions of fact made in any notice to the LWDA from any or all of Plaintiffs regarding either or both Defendants from May 4, 2020, through the date of Final Approval.

a. In order to achieve a full and complete release of the Released Parties as to the release directly above, the Representative Plaintiffs and each Participating Class Member acknowledge that the release directly above is also intended to include in its effect all such Released Claims listed above whether or not the Representative Plaintiffs and each Participating Class Member know or suspect them to exist.

b. If any Participating Class Member initiates a new lawsuit against Defendants based on any claim released under this Agreement, and the Court invalidates the release, any recovery by the Participating Class Member shall be offset by the amount, if any, paid to the Participating Class Member in connection with this Settlement. The language in this Paragraph shall be included in the Notice of Settlement.

36. Release of Claims by Representative Plaintiffs:

Upon the Final Approval by the Court of this Agreement, in consideration of their awarded Representative Payments, their Settlement Shares, and the other terms and conditions of the Settlement, Plaintiffs hereby fully and finally release and discharge **Released Parties** from all known and unknown claims they have or may have against the **Released Parties**, of every nature and description whatsoever, up to the date the District Court’s approval of the Settlement Agreement is final. This general release of claims includes any and all known or unknown contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge and other

1 claims of any type whatsoever, to the fullest extent such claims are releasable by law,
2 arising out of Plaintiffs' employment with Defendants (collectively "Plaintiffs'
3 Released Claims").

4 37. Waiver of Rights under California Civil Code Section 1542:

5 The Plaintiffs' Released Claims and the Participating Class Members' Released
6 Claims, include all such respective claims, whether known or unknown by the
7 releasing party. Thus, even if a Plaintiff, a Participating Class Member, or Class
8 Counsel discovers facts in addition to or different from those that they now know or
9 believe to be true with respect to the subject matter of their respective Plaintiffs'
10 Released Claims and Participating Class Members' Released Claims will remain
11 released and forever barred. Therefore, with respect to those respective released
12 claims, Plaintiffs and Participating Class Members expressly waive and relinquish the
13 provisions, rights and benefits of section 1542 of the California Civil Code, which
14 reads:

15 **A general release does not extend to claims that the creditor or releasing party**
16 **does not know or suspect to exist in his or her favor at the time of executing the**
17 **release and that, if known by him or her, would have materially affected his or her**
18 **settlement with the debtor or released party.**

19 **DUTIES OF THE PARTIES FOR PRELIMINARY COURT APPROVAL**

20 38. Plaintiffs shall promptly submit an Unopposed Motion for Preliminary Approval
21 of Settlement Agreement, requesting that the Court determine that this Agreement is
22 fair, adequate, and reasonable. Class Counsel shall submit the preliminary approval
23 papers to Defendants' Counsel for their review three (3) business days prior to the filing
24 of such papers with the Court. On the day Class Counsel submits the preliminary
25 approval papers to the Court, Class Counsel will also submit the Settlement to the
26 LWDA.

27 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

28 39. Class Counsel will file an Unopposed Motion for Final Approval of Settlement

1 Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's
2 Costs, and Administrator's Costs to be heard at the final approval hearing. Class
3 Counsel shall submit the final approval papers to Defendants' Counsel for their review
4 three (3) business days prior to the filing of such papers with the Court.

5 40. Plaintiffs shall request that the Court schedule the final approval hearing to
6 determine final approval of the settlement and to enter a Final Approval order:

- 7 a. finding dissemination of the Settlement Notice was accomplished as
- 8 directed and met the requirements of due process;
- 9 b. approving the Settlement as final and its terms as a fair, reasonable and
- 10 adequate;
- 11 c. approving the payment of the Service Award to Plaintiffs Mohammed
- 12 Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore;
- 13 d. approving Class Counsel's application for an award of attorneys' fees and
- 14 reimbursement of out-of-pocket litigation costs and expenses;
- 15 e. directing that the Settlement funds be distributed in accordance with the
- 16 terms of this Settlement Agreement;
- 17 f. directing that the Action be dismissed finally, fully, forever and with
- 18 prejudice and in full and final discharge of any and all Released Claims; and
- 19 g. retaining continuing jurisdiction over this Action for purposes only of
- 20 overseeing all settlement administration matters.

21 41. Within ten (10) days following Final Approval, Class Counsel shall submit the Final
22 Approval order to the LWDA.

23 **VOIDING THE AGREEMENT**

24 42. If the Court disapproves of or refuses to enforce any of the material conditions
25 set forth in the preceding Paragraphs, with the exception of the Court's reduction of the
26 amounts of attorneys' fees and costs, service awards to Plaintiffs, or the Administrator's
27 fee, the Parties agree to engage in follow up negotiations with the intent of resolving the
28 Court's concerns that precluded approval, and if feasible, to resubmit the settlement for

1 approval within thirty (30) days. If the Settlement is not approved as resubmitted or if
2 the Parties are not able to reach another agreement, then either Party may void this
3 Agreement. At that point, the Parties agree that each shall return to their respective
4 positions on the day before this Agreement and that this Agreement shall not be used in
5 evidence or argument in any other aspect of their litigation.

6 43. If the conditions of the Settlement set forth herein are not satisfied, or if either of
7 the Parties void the Settlement under Paragraph 41 above, or if the Payment Date does
8 not occur, or, if one or more of the material terms of the Agreement is not approved or
9 is materially modified or reversed, with the exception of the Court's reduction of the
10 amounts of attorneys' fees and costs, Representative Plaintiffs' service payment award,
11 or the Administrator's fee, then this Agreement shall be cancelled, terminated, and shall
12 have no force or effect, unless the Parties agree otherwise. If the Settlement is not
13 finally approved, or if this Settlement is terminated, revoked or cancelled pursuant to its
14 terms, the Parties to this Settlement shall be deemed to have reverted to their respective
15 status as of the date and time immediately prior to the execution of this Agreement.

16 **PARTIES' AUTHORITY**

17 44. The signatories hereby represent that they are fully authorized to enter into this
18 Agreement and bind the Parties hereto to the terms and conditions hereof.

19 **MUTUAL FULL COOPERATION**

20 45. The Parties shall fully cooperate with each other to accomplish the terms of this
21 Agreement, including the execution of such documents and to take such other action as
22 may reasonably be necessary to implement the terms of this Agreement and to secure
23 the Court's Final Approval of this Agreement.

24 **NO PRIOR ASSIGNMENTS**

25 46. The Representative Plaintiffs hereto represent, covenant, and warrant that they
26 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any Person or entity any portion of any liability, claim,
28 demand, action, cause of action, or rights herein released and discharged except as set

1 forth herein.

2 **NO ADMISSION**

3 47. Nothing contained herein, including the consummation of this Agreement, is to
4 be construed or deemed an admission of liability, culpability, negligence, or
5 wrongdoing on the part of Defendants. Each of the Parties hereto has entered into this
6 Agreement with the intention to avoid further disputes and litigation settled herein with
7 the attendant inconvenience, expenses, and uncertainties. This Agreement is a
8 settlement document and shall, pursuant to Federal Rule of Evidence 408 and California
9 Evidence Code Section 1152, be inadmissible in evidence in any proceeding, except an
10 action or proceeding to approve, interpret, or enforce this Agreement.

11 **TAXES**

12 48. Neither Class Counsel nor Defendants' counsel intend anything contained herein
13 to constitute legal advice regarding the taxability of any amount paid hereunder, nor
14 shall it be relied upon as such. The tax issues for each Class Member may be unique,
15 and each Class Member is advised to obtain tax advice from his/her own tax advisor
16 with respect to any payments resulting from this Agreement.

17 49. It shall be the responsibility of the Administrator to timely and properly withhold
18 from individual settlement payments to Class Members all applicable federal, state and
19 local income and employment taxes and to prepare and deliver the necessary tax
20 documentation for signature by all necessary Parties and, thereafter, to cause the
21 appropriate deposits of withholding taxes and informational and other tax return filing
22 to occur. It shall be the responsibility of the Administrator to pursue tax refunds on any
23 uncashed checks, and to remit such payments accordingly. Payments to Class Members
24 and to Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2
25 and/or 1099, and provided by the Administrator to the respective Class Members, Class
26 Counsel and all applicable governmental authorities as required by law.

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To Plaintiffs and Class:

RANDALL AIMAN-SMITH, ESQ.
REED W.L. MARCY, ESQ.
HALLIE VON ROCK, ESQ.
BRENT A. ROBINSON, ESQ.
AIMAN-SMITH & MARCY
7677 Oakport St. Suite 1150
Oakland, CA 94621

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ALLEN FEGHALI, ESQ.
LILIT TER-ASTVATSATRYAN, ESQ.
MOON & YANG, APC
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Los Angeles, CA 90017

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Beverly Hills, California 90211

DOUGLAS J. FARMER, ESQ.
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CHRISTOPHER M. CASCINO, ESQ.
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
100 N. Tampa Street, Suite 3600
Tampa, FL 33602

1
2 **CONSTRUCTION**

3 51. The terms and conditions of this Agreement are the result of lengthy, intensive
4 arms-length negotiations between the Parties, and this Agreement shall not be construed
5 in favor of or against any party by reason of the extent to which any party or his, her, or
6 its counsel participated in its drafting.

7 **CAPTIONS AND INTERPRETATIONS**

8 52. Paragraph titles or captions contained herein are inserted as a matter of
9 convenience and for reference, and in no way define, limit, extend, or describe the scope
10 of this Agreement or any provision hereof. Each term of this Agreement is contractual
11 and not merely a recital.

12 **MODIFICATION**

13 53. This Agreement may not be changed, altered, or modified, except in writing and
14 signed by the Parties hereto. This Agreement may not be discharged except by
15 performance in accordance with its terms or by a writing signed by the Parties hereto.

16 **INTEGRATION CLAUSE**

17 54. This Agreement contains the entire agreement between the Parties relating to the
18 Settlement and transaction contemplated hereby, and all prior or contemporaneous
19 agreements, understandings, representations, and statements, whether oral or written
20 and whether by a party or such party's legal counsel, are merged herein. No rights
21 hereunder may be waived except in writing.

22 **BINDING ON ASSIGNS**

23 55. This Agreement shall be binding upon and inure to the benefit of the Parties
24 hereto and their respective spouses, heirs, trustees, executors, administrators,
25 successors, and assigns, including Defendants and the Released Parties.

26 **CLASS MEMBER SIGNATORIES**

27 56. Because the Class is so numerous, it is impossible or impractical to have each
28 member execute this Agreement. The Notice, **Exhibit "A"** hereto, as approved by the

1 Court, and the other forms of notice described herein will advise each Class Member of
2 the binding nature of the release and such shall have the same force and effect, to the
3 extent permitted by law, as if this Agreement were executed by each Class Member.

4 **CORPORATE SIGNATORIES**

5 57. Any Person executing this Agreement or any such related document on behalf of
6 a corporate signatory hereby warrants and promises for the benefit of all Parties hereto
7 that such Person has been duly authorized by such corporation to execute this
8 Agreement or any such related document.

9 **COUNTERPARTS**

10 58. This Agreement may be executed in counterparts, and when each Party has
11 signed and delivered at least one such counterpart, each counterpart shall be deemed an
12 original, and, when taken together with other signed counterparts, shall constitute one
13 Agreement, which shall be binding upon and effective as to all Parties as set forth
14 herein. Copies and facsimile transmissions of signatures shall be considered the same
15 as an original signature.

16 **CONTROLLING LAW**

17 59. The Agreement shall be governed by and construed in accordance with the laws
18 of the State of California. In any dispute about the scope of the Release provisions set
19 forth herein or their application to bar any future claim, including regarding the
20 assertion of a *res judicata* / collateral estoppel defense, this Agreement is governed
21 exclusively by California state law and without regard to any other state or federal law.

22 **IT IS SO AGREED.**

23
24 **[SIGNATURES ON THE FOLLOWING PAGE]**

1 Dated: Jun 29, 2022

PLAINTIFF MOHAMMED RAHMAN

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3 
Mohammed Rahman (Jun 29, 2022 12:18 PDT)

4 MOHAMMED RAHMAN

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6 Dated:

PLAINTIFF ALICIA NOEMI BAUTISTA DIAZ

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9 ALICIA NOEMI BAUTISTA DIAZ

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12 Dated:

PLAINTIFF PASCAL MOORE

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15 PASCAL MOORE

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17 Dated:

DEFENDANTS GATE GOURMET, INC.,
GATEGROUP U.S. HOLDING, INC.

18
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20 JOSH JANOW

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23 Dated:

DEFENDANTS GATE GOURMET, INC.,
GATEGROUP U.S. HOLDING, INC.

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26 JENS KUHLEN

1 Dated:

PLAINTIFF MOHAMMED RAHMAN

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MOHAMMED RAHMAN

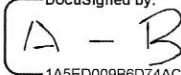
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6 Dated: 6/28/2022

PLAINTIFF ALICIA NOEMI BAUTISTA DIAZ

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ALICIA NOEMI BAUTISTA DIAZ

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12 Dated:

PLAINTIFF PASCAL MOORE

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PASCAL MOORE

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17 Dated:

DEFENDANTS GATE GOURMET, INC.,
GATEGROUP U.S. HOLDING, INC.

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JOSH JANOW

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23 Dated:

DEFENDANTS GATE GOURMET, INC.,
GATEGROUP U.S. HOLDING, INC.

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JENS KUHLEN

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1 Dated: PLAINTIFF MOHAMMED RAHMAN

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MOHAMMED RAHMAN

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6 Dated: PLAINTIFF ALICIA NOEMI BAUTISTA DIAZ

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ALICIA NOEMI BAUTISTA DIAZ

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12 Dated: July 1, 2022 PLAINTIFF PASCAL MOORE

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PASCAL MOORE

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17 Dated: DEFENDANTS GATE GOURMET, INC.,
18 GATEGROUP U.S. HOLDING, INC.

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JOSH JANOW

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23 Dated: DEFENDANTS GATE GOURMET, INC.,
24 GATEGROUP U.S. HOLDING, INC.

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JENS KUHLEN

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1 Dated: PLAINTIFF MOHAMMED RAHMAN

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MOHAMMED RAHMAN

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6 Dated: PLAINTIFF ALICIA NOEMI BAUTISTA DIAZ

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ALICIA NOEMI BAUTISTA DIAZ

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12 Dated: PLAINTIFF PASCAL MOORE

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PASCAL MOORE

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17 Dated: DEFENDANTS GATE GOURMET, INC.,
18 GATEGROUP U.S. HOLDING, INC.

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JOSH JANOW

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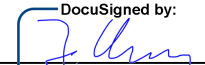
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23 Dated: DEFENDANTS GATE GOURMET, INC.,
24 GATEGROUP U.S. HOLDING, INC.

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JENS KULLEN

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APPROVED AS TO FORM:

Dated: Jun 29, 2022

AIMAN-SMITH & MARCY


Hallie Von Rock (Jun 29, 2022 12:40 PDT)

HALLIE VON ROCK
Attorneys for Plaintiff Mohammed Rahman

Dated:

MOON & YANG

KANE MOON
ALLEN FEGHALI
LILIT TER-ASTVATSATRYAN
Attorneys for Plaintiff Alicia Noemi Bautista Diaz

Dated:

LAVI & EBRAHIMIAN

JOSEPH LAVI
VINCENT GRANBERRY
MELISSA HUETHER
Attorneys for Plaintiff Pascal Moore

Dated:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

DOUGLAS J. FARMER
CHRISTOPHER M. CASCINO
Attorneys for Defendants
GATE GOURMET, INC.
and GATEGROUP U.S. HOLDING, INC.

1 **APPROVED AS TO FORM:**

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3 Dated:

AIMAN-SMITH & MARCY

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HALLIE VON ROCK
Attorneys for Plaintiff Mohammed Rahman

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8 Dated: *June 28, 2022*

MOON & YANG

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KANE MOON
ALLEN FEGHALI
LILIT TER-ASTVATSATRYAN
Attorneys for Plaintiff Alicia Noemi Bautista Diaz

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15 Dated:

LAVI & EBRAHIMIAN

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JOSEPH LAVI
VINCENT GRANBERRY
MELISSA HUETHER
Attorneys for Plaintiff Pascal Moore

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21 Dated:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

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DOUGLAS J. FARMER
CHRISTOPHER M. CASCINO
Attorneys for Defendants
GATE GOURMET, INC.
and GATEGROUP U.S. HOLDING, INC.

1 **APPROVED AS TO FORM:**

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3 Dated:

AIMAN-SMITH & MARCY

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HALLIE VON ROCK
Attorneys for Plaintiff Mohammed Rahman

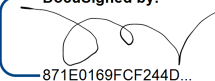
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KANE MOON
ALLEN FEGHALI
LILIT TER-ASTVATSATRYAN
Attorneys for Plaintiff Alicia Noemi Bautista Diaz

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15 Dated: July 1, 2022

LAVI & EBRAHIMIAN

DocuSigned by:

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16 _____
JOSEPH LAVI
VINCENT GRANBERRY
MELISSA HUETHER
Attorneys for Plaintiff Pascal Moore

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OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

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DOUGLAS J. FARMER
CHRISTOPHER M. CASCINO
Attorneys for Defendants
GATE GOURMET, INC.
and GATEGROUP U.S. HOLDING, INC.

1 **APPROVED AS TO FORM:**

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3 Dated:

AIMAN-SMITH & MARCY

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6 HALLIE VON ROCK
7 Attorneys for Plaintiff Mohammed Rahman

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MOON & YANG

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11 KANE MOON
12 ALLEN FEGHALI
13 LILIT TER-ASTVATSATRYAN
14 Attorneys for Plaintiff Alicia Noemi Bautista Diaz

15 Dated:

LAVI & EBRAHIMIAN

16 JOSEPH LAVI
17 VINCENT GRANBERRY
18 MELISSA HUETHER
19 Attorneys for Plaintiff Pascal Moore

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21 Dated:

OGLETREE, DEAKINS, NASH, SMOAK &
22 STEWART, P.C.

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24 DOUGLAS J. FARMER
25 CHRISTOPHER M. CASCINO
26 Attorneys for Defendants
27 GATE GOURMET, INC.
28 and GATEGROUP U.S. HOLDING, INC.

Exhibit A

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND
RELEASE**

Mohammed Rahman, et al. v. Gate Gourmet, Inc., et al.
United States District Court, Northern District
Case No. 3:20-cv-03047-WHO

You could get a payment from a class action settlement if you worked for Gate Gourmet, Inc., in California as a non-exempt employee at any time during the period from May 4, 2016 through **[INSERT PRELIMINARY APPROVAL DATE]**.

This Notice is only a *summary* of the proposed class action settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www._____.com, by contacting class counsel at _____, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Division, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The United States District Court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or do not act.

- Plaintiffs Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore have sued Gate Gourmet, Inc. and gategroup U.S. Holding, Inc. (hereinafter referred to collectively as "Gate Gourmet"), claiming that Gate Gourmet violated California law by purportedly failing to pay all hours worked, failing to pay minimum wages, failing to pay overtime wages, failing to authorize and permit and/or make available meal periods, failing to authorize and permit and/or make available rest periods, failing to timely pay earned wages during employment, failing to provide accurate itemized wage statements, failing to timely pay wages upon separation, failing to pay all wages due on regularly scheduled paydays, and violating the California Business and Professions Code.
- Gate Gourmet has denied these claims and the Court has not decided the merits of these claims.
- To avoid litigation expenses, Gate Gourmet has agreed to settle these claims and this Notice is a summary of your rights and options under this Settlement—including the deadlines to exercise them.

1. Why did I get this notice package?

You are receiving this Class Notice because Gate Gourmet's records identify you as a non-exempt employee of Gate Gourmet in the state of California during the period of May 4, 2016 through **[INSERT PRELIMINARY APPROVAL DATE]**. As such, you are a potential Class Member in this lawsuit. The purpose of this Notice is to describe the litigation to you, inform you about the Settlement, and inform you of your rights and options in connection with the Settlement.

Class Members include all individuals who, according to Gate Gourmet's records, worked for Gate Gourmet as non-exempt in California at any time during the period of May 4, 2016, through **[INSERT PRELIMINARY APPROVAL DATE]**.

The Court in charge of the case is the United States District Court, Northern District, and the case is known as *Mohammed Rahman, et al. v. Gate Gourmet, Inc., et al.*, Case No. 3:20-cv-03047-WHO. The judge currently presiding over the lawsuit is the Honorable William H. Orrick, in Courtroom 2.

2. What is a class action and who is involved?

In class and representative actions, one or more people called “Class Representatives” (who – in this case – are Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore) sue on behalf of themselves and other individuals who have similar claims. The Class Representatives and these other individuals together are a “Class” or “Class Members.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. The Court has preliminarily decided that this lawsuit can be resolved on a class-wide basis because it meets the requirements of federal law governing the resolution of claims through a class action.

3. What is this lawsuit about?

Plaintiffs Mohammed Rahman’s, Alicia Noemi Bautista Diaz’s and Pascal Moore’s Consolidated Action alleges that Gate Gourmet violated the rights of non-exempt employees under California law. Specifically, Plaintiffs claim that non-exempt employees in California employed by Gate Gourmet during the relevant time period were subjected to off-the-clock preliminary and postliminary activities, resulting in a: (1) failure to pay for all hours worked; (2) failure to pay overtime wages; (3) failure to authorize and permit and/or make available meal periods; (4) failure to authorize and permit and/or make available rest periods; (5) failure to timely pay earned wages; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay all wages upon separation; (8) violation of the California Business and Professions Code; ; and based on the allegations in this Consolidated Action, Plaintiffs further seek (9) the recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”) and (10) injunctive relief.

Class Counsel is experienced in class action litigation and has a duty to represent the interests of all Class Members. Based on analyzing the law concerning the claims, analyzing records, making factual investigations, considering risks involved in further litigation, ensuring that the Class receives payment without having to wait for years of protracted litigation with no certainty of success, and using a professional third-party mediator to assist in reaching a fair settlement of this lawsuit, Class Counsel believes the Settlement is fair, adequate, and reasonable.

You are receiving Class Notice of this Settlement because the Court has reviewed the Settlement and has preliminarily determined the Settlement is fair and reasonable and can go forward.

Both sides agree that the Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Gate Gourmet, through their respective attorneys and aided by a well-respected mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not decided whether Plaintiffs’ claims have any merit. There was no trial. Instead of going to trial, both sides agreed to this settlement.

4. What does the settlement provide?

- Gate Gourmet will pay \$3,850,000.00 (“Total Settlement Amount”) to end this lawsuit.
- Class Members will receive a portion of the Net Settlement Amount in the manner described under Question 5. The Net Settlement Amount is the Total Settlement Amount minus the following deductions: (1) up to \$7,500.00 to each of the Class Representatives as approved by the Court; (2) up to \$1,283,200.00 as attorneys’ fees to Class Counsel as approved by the Court; (3) up to \$56,000.00 as costs to Class Counsel as approved by the Court; (4) approximately \$40,000.00 as Administrative Expenses as approved by the Court; and (5) \$288,750.00 to the California Labor & Workforce Development Agency.

5. How much will my payment be?

A Class Member's Settlement Payment will be his or her share of the Net Settlement Amount. The Net Settlement Amount is comprised of two parts: (1) the Net PAGA Settlement Amount (*i.e.*, \$96,250.00 earmarked for the release of Representative Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the California Labor and Workforce Development Agency), and (2) the Net Class Settlement Amount (*i.e.*, the entire Net Settlement Amount less the Net PAGA Settlement Amount which is approximately \$2,159,550.00).

A Class Member's pro-rata share of the Net Class Settlement Amount will be calculated by dividing the number of workweeks that he or she worked for Gate Gourmet as a non-exempt employee in California between May 4, 2016 and [INSERT PRELIMINARY APPROVAL DATE], by the total number of workweeks that all Class Members (who do not opt-out or exclude themselves from the Settlement) worked for Gate Gourmet as non-exempt employees between May 4, 2016 and [INSERT PRELIMINARY APPROVAL DATE].

Settlement Class Members who worked for Gate Gourmet between May 5, 2019 and [INSERT DATE OF PRELIMINARY APPROVAL] in the State of California shall also receive a pro rata share of the Net PAGA Amount (*i.e.*, \$96,250.00).

All Settlement Payment determinations will be based on Gate Gourmet's timekeeping, payroll, and/or human resources records for Class Members. The Postcard Notice of Settlement you received identifies the number of workweeks you worked in the Class Period according to records maintained by Gate Gourmet.

If you dispute the number of workweeks as shown on the Postcard Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Gate Gourmet from May 4, 2016 to [INSERT PRELIMINARY APPROVAL DATE]. Corrections to the number of workweeks must be supported by documentation or other evidence to constitute a valid dispute of workweeks. The Settlement Administrator shall provide a recommendation to counsel for the Parties and counsel will meet and confer to resolve the dispute. Corrections and supporting evidence must be mailed to [INSERT ADDRESS], faxed to [INSERT FAX NUMBER], or emailed to [INSERT EMAIL ADDRESS]. The deadline to submit corrections and supporting evidence is [INSERT DATE].

When calculating the individual Settlement Payments for purposes of the Notices of Settlement, the Settlement Administrator will assume that no Settlement Class Members opt-out. When calculating the individual Settlement Payments to Settlement Class Members following Final Approval (for purposes of preparing individual Settlement Payment checks), the Settlement Administrator will not include Settlement Class Members who validly request exclusion from the Settlement.

For tax purposes, the individual Settlement Payments will be allocated as follows: one-third (1/3) of all non-PAGA settlement payments to Settlement Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state and federal taxes; two-thirds (2/3) of all non-PAGA payments to Settlement Class Members shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees. One-hundred percent (100%) of payments of the PAGA Settlement Amount shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to reimbursement, penalties, and interest shall be reported on an IRS Form 1099. You should consult with your tax advisors concerning the tax consequences of the payments you receive under the settlement. Neither Class Counsel nor Gate Gourmet's counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid, nor shall it be relied upon as such.

6. Will being part of this Settlement affect my job with Gate Gourmet?

Gate Gourmet represents that, as required by law, it will not retaliate against any employee as a result of his or her participation in the Settlement or decision not to participate in the Settlement.

7. How do I receive payment from the Settlement Amount?

To receive a digital payment by E-Mastercard, PayPal, or Venmo, go to ([website](#)), and select Payment Options by [MM/DD/YY](#) [30 days from the Postcard Notice being mailed].

If you do not choose a digital payment option, a settlement check will be mailed to your address on file.

8. What claims am I releasing as part of this lawsuit?

If you do not exclude yourself from the Settlement, you will be bound by the release of claims in this Settlement. This release includes the wage and hour claims that were pleaded in the Consolidated Action (or that could have been pleaded based on the facts alleged in the Consolidated Action), which arise out of the Class Members' work performed for Gate Gourmet as non-exempt employees in the state of California between May 4, 2016 and [\[INSERT PRELIMINARY APPROVAL DATE\]](#).

More specifically, if the Court grants final approval of the Settlement, all Settlement Class Member who do not timely request exclusion from the Settlement will be barred from bringing certain claims described below. Settlement Class Members fully release and discharge Gate Gourmet from any and all claims that were asserted in the Consolidated Action or could have been asserted based on the same factual predicates contained in the Consolidated Action from May 4, 2016 through the Final Approval Date, including but not limited to claims for violations of California and/or federal law pertaining to (1) failure to pay wages for all hours worked, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay earned wages, (6) failure to furnish accurate wage statements, (7) waiting time penalties, (8) unfair business practices, and (9) PAGA civil penalties to the extent based on the six immediately preceding and identified issues in Subsections (1)-(8). This release includes but is not limited to claims for violations of California Labor Code §§ 201, 202, 204, 223, 226, 226.7, 510, 512, 558, 1174, 1197, 1197.1, 1198, 1199, and § 2698, et seq.; IWC Wage Order No. 5, §§ 3, 4, 9, and 11; California Code of Civil Procedure § 1021.5; California Business & Professions Code § 17200, et seq. (to the extent based on the same protections as provided by each of the statutes listed immediately above) that are or could be based on the same factual allegations in the Action. (All together collectively, "Released Claims").

If any Class Member initiates a new lawsuit against Gate Gourmet based on any claim released under this Agreement, and the Court invalidates the release, any recovery by the Class Member shall be offset by the amount, if any, paid to the Class Member in connection with this Settlement.

For the full language of the release, as well as additional documents related to the settlement, including the complete Class Action and Private Attorneys General Act Settlement Agreement and Release and the documents filed by the Parties to obtain approval of the settlement, you may visit the settlement website at [\[INSERT URL\]](#). You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release that has been filed with the United States District Court, located at 450 Golden Gate Avenue, San Francisco, CA 94102.

9. What are my options?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you do nothing and the Court orders final approval of the Settlement, you will give up your rights to pursue the claims that are released by the Settlement and will be paid your portion of the Net Settlement Amount.
YOU MAY ASK TO BE EXCLUDED FROM THE SETTLEMENT AND RECEIVE NO MONEY	If you ask to be excluded from, or opt-out of, the Settlement, you will get no payment other than your share, if any, of the Net PAGA Settlement Amount, but you will keep your rights and not release any claims other than claims under PAGA in this lawsuit.
OBJECT	Write to the Court about what you do not like about the Settlement, and if you so choose, attend Court to speak about the fairness of the Settlement.

10. How do I ask to be excluded from the settlement?

If you do not want a payment from this Settlement, but you want to keep your rights, then you **must** take steps to exclude yourself from the Settlement. You can exclude yourself from the Settlement by notifying the Settlement Administrator in writing of your intent to exclude yourself by [REDACTED], 2022 (which is 60 calendar days from the date this Notice is sent to the Class Members). Your exclusion letter must state your (i) name, (ii) current address, (iii) the last four digits of your social security number, (iv) desire to exclude yourself from the Settlement, and (v) your signature. Exclusion letters must be sent directly to the Settlement Administrator. The Settlement Administrator, [REDACTED], is a neutral third-party appointed by the Court to administer the Settlement in accordance with the Court's Orders and the terms of the Settlement Agreement. Exclusion letters must be sent directly to the Settlement Administrator at the following address by first class mail, postage prepaid, postmarked on or before [REDACTED], 2022:

Mohammed Rahaman v. Gate Gourmet Corporation
[Administrator Address Here]

No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a request for exclusion was submitted timely and lost, destroyed, misplaced, or otherwise not received by the Settlement Administrator unless the Class Member has adequate proof that the request for exclusion was mailed timely certified and return receipt requested or has equivalent proof of timely delivery.

You may withdraw your exclusion prior to [REDACTED], 2022, by writing to the Settlement Administrator and stating your intent to withdraw your request to be excluded.

PAGA Aggrieved Employees who submit a timely Request for Exclusion will still be entitled to their share of the Net PAGA Settlement Amount and are bound by the Settlement Agreement's Release of PAGA claims.

11. If I don't exclude myself, can I sue Gate Gourmet for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Gate Gourmet for the claims that this Settlement resolves. If you have a pending lawsuit regarding these claims, speak to your lawyer in that case. **Remember, the exclusion**

deadline is [REDACTED], 2022.

12. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will receive only your share, if any, of the Net PAGA Settlement Amount, but will not receive any additional money from this settlement, but you may sue, continue to sue, or be part of a different lawsuit against Gate Gourmet. If you ask to be excluded, you will not be bound by the Settlement or have any right to object, appeal, or comment thereon.

13. How do I object to the settlement?

If you are a Settlement Class Member and wish to object and tell the Court why you do not like the settlement, you may submit a written objection and appear at the final approval hearing to raise your objection. No Class Member's written objection shall be considered by the Court, unless it is filed with the Court by no later than [REDACTED], 2022 (which is 60 calendar days from the date this Notice is sent to the Class Members.). All such objections must be signed by the Class Member and must contain the Class Member's name, his/her address, and the dates of his/her employment with Gate Gourmet. Upon request, the objector must also provide the parties any address information or other necessary information so as to identify the objector. Any objections must clearly explain why the Class Member objects to the Settlement (including any legal and factual support for the objection(s)) and state whether the Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. A Class Member may enter an appearance through an attorney if the Class Member so desires.

No Class Member shall be entitled to be heard at the final approval hearing (whether individually or through counsel), unless written notice of the Class Member's intention to appear at the final approval hearing has been timely filed with the Court and served upon Class Counsel and Defendants' Counsel and the Class Member has not opted out of the Settlement.

If a Class Member objects to the Settlement, he/she will remain a member of the Class, and, if the Court grants final approval of the Settlement, he/she will be bound by the Settlement in the same way and to the same extent as a Class Member who does not object. Any member of the Class who does not make and serve his/her written objection in the manner provided above, shall be deemed to have waived such objections and shall be foreclosed from making any objections by appeal or otherwise to the Settlement.

The names and addresses of Class Counsel are:

Class Counsel		
Randall B. Aiman-Smith Reed W.L. Marcy Hallie Von Rock Brent Robinson Aiman-Smith & Marcy, PC 7677 Oakport St., Suite 1150 Oakland, CA 94621 Telephone: 510.817.2711 Facsimile: 510.562.6830	Kane Moon Allen Feghali Lilit Ter-Astvatsatryan Moon & Yang, APC 1055 W. Seventh St., Suite 1880 Los Angeles, CA 90017 Telephone: 213.232.3128 Facsimile: 213.232.3125	Joseph Lavi Vince C. Granberry Melissa A. Huether Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, California 90211 Telephone: 310.432.0000 Facsimile: 310.432.0001

14. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not 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 and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

15. Do I have a lawyer in this case?

The Court has approved Aiman-Smith & Marcy, PC, Moon & Yang, APC, and Lavi & Ebrahimian, LLP, respectively, to represent you and other Class Members in this action. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires. Class Counsel are available as your counsel to answer your questions. The names and contact information of Class Counsel are listed in Question 13 above.

16. How will the lawyers be paid?

Class counsel would ask the Court to approve a payment of up to \$1,283,200.00 for attorneys' fees and up to \$56,000 for litigation costs, which will be paid out of the \$3,850,000.00 settlement fund. These attorneys' fees will pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case, and negotiating the Settlement. Gate Gourmet has agreed not to oppose these attorneys' fees or costs. The Court may award less than these amounts.

17. When will final approval occur?

The Court will hold a final hearing to decide whether or not to approve the Settlement. You may attend, either in person or remotely depending on the Court's procedure at the time of the hearing due to the pandemic, and you may ask to speak, but you don't have to. The final approval hearing is scheduled for [REDACTED], 2022, at [REDACTED] a.m. in the United States District Court, Northern District, Courtroom 2, located at 450 Golden Gate Avenue, San Francisco, CA 94102.

18. How do I get more information?

This Notice only summarizes the Action, the Settlement and related matters. For more information, you may visit the settlement website at: [REDACTED URL]. You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release. This document and the motion for approval of the settlement is also on file with the United States District Court, Northern District, located at 450 Golden Gate Avenue, San Francisco, CA 94102. You may also access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> and entering the case number. You may also contact Class Counsel at the address listed in Section 13 above without having to pay for any attorneys' fees. You also have the right to speak with an attorney of your choosing at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF GATE GOURMET'S MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

Exhibit B

POSTCARD – SUMMARY NOTICE

On _____, 2022, the US District Court for the Northern District of California preliminarily approved a class action settlement in the case *Rahman, et al. v. Gate Gourmet, Inc., et al.*, Case Number No. 3:20-cv-03047-WHO.

You could get a payment from a class action settlement if you worked for Gate Gourmet in California as a non-exempt employee at any time from May 4, 2016 through [date of preliminary approval].

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the full-length Notice of Class Action Settlement, with all of the settlement terms to which you are bound, at the settlement website [INSERT URL].

What does the settlement provide? Gate Gourmet will pay \$3,850,000.00 (“Total Settlement Amount”) to end this lawsuit. The proposed deductions from the Total Settlement Amount for payments to the Representative Plaintiffs, Class Counsel, Claims Administrator, and the LWDA are included in the full-length Notice of Class Action Settlement. Class Members will receive a portion of the Net Settlement Amount on a pro rata basis calculated from their non-exempt workweeks worked for Gate Gourmet in California at any time from May 4, 2016 through [date of preliminary approval].

How much will my payment be? Gate Gourmet’s records show you worked [REDACTED] non-exempt workweeks during the Class Period. Your total estimated settlement payment will be approximately \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower). If you dispute the workweeks shown here, you must follow the dispute procedures set forth in the full-length Notice of Class Action Settlement by **MM/DD/YY**.

What are my Options? To receive a digital payment by E-Mastercard, PayPal, or Venmo, go to (**website**), and select Payment Options by **MM/DD/YY**. If you do not choose a digital payment option, a check will be mailed to your address on file.

To exclude yourself or object to the settlement, you must submit a written exclusion or objection by no later than **MM/DD/YY**. Further details for excluding yourself or objecting to the settlement are set forth in the full-length Notice of Class Action Settlement.

For more information, including the full-length Notice of Class Action Settlement, go to (website**) or call (**XXX**) **XXX-XXXX**.**