

NOTICE OF CLASS ACTION SETTLEMENT

*Cristian Rojas v. Rice Field Corporation, et al.
Los Angeles County Superior Court, Case No. BC549935*

The Los Angeles County Superior Court permitted this notice.

If you are or were a non-exempt hourly employee, whether on payroll or hired through a temporary placement agency, who performed work for Rice Field Corporation or Derek and Constance Lee Corporation at any time between June 27, 2010 through June 15, 2018, you are entitled to participate in a class action settlement.

YOU ARE NOT BEING SUED, BUT YOU MAY BE OWED BACK WAGES. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

1. *Why Should You Read This Notice?*

This Notice of Class Action Settlement (the “Notice”) explains your right to share in a class action settlement or to “opt-out” of the class action settlement. Pursuant to a Joint Stipulation of Class Action Settlement submitted by the Parties to this Action, the Los Angeles County Superior Court has ordered that you receive this Notice.

You have received this Notice because records indicate that you have worked as an non-exempt hourly employee who performed work for either Rice Field Corporation or Derek and Constance Lee Corporation doing business as Great River Food (hereinafter, collectively, “Defendants”) at some point between June 27, 2010 through June 15, 2018 (the “Class Period”). The settlement will resolve all claims alleged on behalf of employees who performed work for Defendants during the Class Period (“Class Members”).

The Court will hold a Final Approval Hearing concerning the proposed Class Action Settlement on October 23, 2018 at 1:45 p.m., in Department 12 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012.

2. *What is the Case About?*

The lawsuit alleges various wage-and-hour-related claims on behalf of Class Members. The claims include, among other things, claims that Defendants’ failed to pay minimum wages, failed to pay all overtime wages, failed to provide timely, duty-free meal periods, and failed to authorize and permit all duty-free rest periods. Defendants deny these allegations, and contend that they did not violate the law with respect to the Class in any way.

3. *Who are the Parties in this Class Action?*

Edward Salazar is the Class Representative in this lawsuit, acting on behalf of himself and on behalf of the Class Members. Rice Field Corporation and Derek and Constance Lee Corporation doing business as Great River Food are the Defendants. Together, the Class Representative and Defendants are the “Parties.”

4. *Who are the Attorneys Representing the Parties?*

Attorneys for the Class Members, called “Class Counsel” are:
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Attorneys for Defendants are:
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5. *Background of Settlement.*

The Parties and their attorneys have conducted extensive investigations of the facts and law during the litigation of this longstanding case, have undertaken extensive law and motion practice, including contested class certification briefing, have engaged in substantial formal and informal discovery and negotiations, and have extensively reviewed and analyzed records of the Class, among other things. The Parties and their attorneys have thoroughly analyzed the applicable law as it relates to Class Representative's allegations, the defenses thereto, and the damages claimed by Class Representative. There has been no determination by any court, administrative agency, or other tribunal as to the truth or validity of the factual or legal allegations made against Defendants in the Action.

Class Counsel has diligently pursued an investigation of Class Representative's claims against Defendants. Based on the forgoing data, and on their own independent investigation and evaluation, Class Counsel is of the opinion that settlement with Defendants for the consideration and on the terms set forth in the settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of additional delay and uncertainty associated with litigation. In addition to the above, Class Counsel has weighed the monetary benefit under the settlement to the Class Members against the expenses and length of continued proceedings that would be necessary to prosecute the case against Defendants through trial and possible appeals.

Thus, Class Representative and Class Counsel engaged in extensive arm's length negotiations with Defendants and their attorneys. The negotiations led to the proposed settlement. Class Representative and Class Counsel believe that the proposed settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.

Defendants specifically and generally deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the case is not appropriate for class action treatment. Neither the Parties' Stipulation of Settlement, nor any document referred to in it, nor any actions taken pursuant to the Stipulation of Settlement, is or should be construed as an admission by Defendants of any fault, wrongdoing, or liability whatsoever. There has been no determination by any court as to the merits of the claims asserted by Class Representative against Defendants. Nonetheless, Defendants have concluded that further defense of the claims would be protracted, distracting, and expensive, and that it is desirable that the case be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation of Settlement. Defendants have also taken into account the uncertainty and risks inherent in any litigation. Defendants have therefore determined that it is desirable and beneficial to it to settle the case in the manner and upon the terms and conditions set forth in the Stipulation of Settlement.

6. *The Proposed Settlement.*

Without admitting any wrongdoing, Defendants have agreed to pay a gross settlement amount of \$290,000.00 to resolve the lawsuit, which includes payment of: all expenses and fees of the Settlement Administrator to administer the Settlement (not to exceed \$20,000.00 and estimated to be \$11,000.00); recovery by Settlement Class Members; a Service Payment to Plaintiff (not to exceed \$3,000.00); and court-approved Class Counsel's attorneys' fees (not to exceed \$96,666.66) and litigation costs (estimated to be approximately \$13,500.00).

The following is only a summary of the Class Action Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Joint Stipulation of Class Action Settlement, a copy of which is on file with the Court and the Settlement Administrator.

Class Members will be awarded a pro rata portion of the net settlement fund based on the following weighted point system for weeks worked during the Class Period (1) two points will be earned for each work week from June 27, 2010 through September 18, 2014; and (2) one point will be earned for each work week from September 19, 2014 through June 15, 2018. Class Members who no longer are employed by Defendants as of the end of the Class Period shall be awarded an additional point.

The Parties recognize that the settlement payments to be paid to Class Members reflect settlement of a dispute over claimed wages, penalties, and interest. Except for the Class Representative Service Payment described above, all settlement payments to Class Members will be allocated as follows: twenty percent (20%) of the payments to Class Members shall be classified as unpaid wages, reported on a Form W-2 and subject to tax withholdings, and eighty percent (80%) of the payments to Class Members shall be classified as interest and penalties, reported on a Form 1099 and not subject to tax withholdings.

Class Members will be responsible for paying all other local, state, and federal taxes due on their settlement payments. The Settlement Administrator shall make appropriate tax deductions and withholdings from each settlement payment allocated as unpaid wages, and pay the employer portion of the taxes and withholdings from non-settlement funds. Other than as set forth above, the Settlement Administrator will not make any deductions, withholdings, or additional payments, including, without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the payments to Class Members, and entry of the Order of Final Approval by the Court shall be deemed authority not to make any such deductions, withholdings, or additional payments.

Binding Effect and Release of Claims: Upon Defendants' payment in full of all amounts required under the Settlement, each Class Member who does not opt out of the case shall be deemed to have fully, finally, and forever released the Defendants from all claims alleged in the lawsuit and all claims that could have been alleged based on the factual allegations asserted in the lawsuit that accrued or accrue between June 27, 2010 and June 15, 2018.

7. *What are My Rights? How Will My Rights Be Affected?*

A. Receiving Your Share of the Settlement Proceeds:

Unless you opt out, you will automatically recover your settlement payment, and do not need to submit a claim form in order to be paid.

IF YOU ARE CURRENTLY EMPLOYED BY DEFENDANTS, YOUR PARTICIPATION IN THE SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

B. To Request Exclusion from, or Opt Out of, the Class Action and Settlement

You may request exclusion from, or opt out of, the case and the settlement if you comply with the following opt-out procedures: to opt out, you must submit a signed Opt-Out Form to the Settlement Administrator **that is signed and postmarked no later than September 10, 2018, and received by the Settlement Administrator. Members of the Settlement Class who elect to opt out of the Settlement will not receive any monetary payment under the Settlement, nor will they be considered to have released their claims against Defendants.** The Judgment following final approval by the Court will not bind Class Members who timely complete and submit an Opt-Out Form to the Settlement Administrator.

C. To Object to Class Action Settlement

Any Class Member who does not opt out of the Settlement, but nonetheless desires to object to the proposed Settlement, will have forty-five (45) calendar days from the date of mailing this Notice within which to file an objection to the settlement. Only Class Members who have not submitted an Opt-Out Form may object to the Settlement. To object, a Class Member must provide written notice of his or her objection to the Settlement Administrator and of any intent to appear at the Final Approval Hearing.

Any member of the settlement class, including those who failed to timely submit an Opt-Out Form, who fails to make and serve his or her written objections and/or notice of intention to appear within the time and in the manner provided above will be deemed to have waived such objections, and will be foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

If the settlement is approved notwithstanding any objections, you will receive compensation, and will be forever barred from asserting any of the Released Claims described above.

8. *How Will The Attorneys for the Class and Class Representative be Paid?*

Class Counsel will ask for \$96,666.66 in attorneys' fees, as well as actual litigation costs incurred, estimated to be approximately \$13,500.00, to be paid from the gross settlement fund. The actual amount to be paid for these fees and costs will be determined by the Court.

If approved by the Court, a Service Payment for the Class Representative of an amount up to \$3,000.00 will be paid from the gross settlement fund to compensate him for his services that resulted in the settlement.

9. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

You are hereby notified that a Final Approval Hearing will be held on October 23, 2018 at 1:45 p.m., before Department 12 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct.

Any Class Member who (1) has not submitted a valid Opt-Out Form and (2) objects to the proposed settlement may appear in person or through counsel at the Final Approval Hearing.

Any Class Member who is satisfied with the settlement need not appear at the hearing.

10. Examination of Papers and Inquiries.

The foregoing is only a summary of the case and the proposed settlement, and does not purport to be comprehensive. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Stipulation of Settlement, and other papers filed in the case, which may be inspected during regular business hours.

A copy of the Court's Final Judgment will be posted on the Settlement Administrator's website and can be found at www.cptgroup.com/RiceFieldRojas.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel at (626) 808-4357 or the Settlement Administrator at **1-888-404-0651**. Please refer to the *CRISTIAN ROJAS V. RICE FIELD CORPORATION ET AL.*, Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

PLEASE DO NOT CONTACT THE DEFENDANTS OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.