

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Oscar A. Martinez v. Randall Foods, Inc., Case No. 19STCV11502*  
Superior Court of California for the County of Los Angeles

*A court authorized this notice. This is not a solicitation from a lawyer.*

**ATTENTION: ALL CURRENT AND/OR FORMER NON-EXEMPT EMPLOYEES THAT WERE EMPLOYED BY RANDALL FOODS, INC. IN CALIFORNIA FROM APRIL 4, 2015, TO APRIL 4, 2019, WHO WERE SUBJECT TO RANDALL'S BELL SCHEDULE AND WHO DID NOT SIGN AN ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER DURING THEIR EMPLOYMENT WITH RANDALL FOODS, INC., YOU ARE SUBJECT TO A CLASS ACTION SETTLEMENT AND MAY RECEIVE PAYMENT UNDER THE SETTLEMENT.**

**YOUR ESTIMATED PAYMENT(S) AND HOW THEY WERE CALCULATED CAN BE FOUND IN SECTION 4 OF THIS NOTICE.**

**PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS YOUR RIGHTS AND OPTIONS, AND STRICT DEADLINES FOR EXERCISING THEM.**

- A proposed class action settlement (“Settlement”) has been reached between Plaintiff Oscar A. Martinez (“Martinez”), on behalf of himself and the below-defined Class, and Defendant Randall Foods, Inc. (“Randall”).
- The Settlement resolves the class lawsuit entitled *Oscar A. Martinez v. Randall Foods, Inc.*, Case No. 19STCV11502 in the Superior Court, California for the County of Los Angeles and Appellate Case No. B304538, which is pending in the California Court of Appeals, Second District, but is stayed in light of the Parties’ Settlement Agreement (the “Lawsuit”). In the Lawsuit, Martinez alleges Randall did not provide compliant meal and/or rest breaks and associated premiums, did not pay all minimum and overtime wages, did not timely pay wages during employment and upon termination, did not provide compliant wage statements, did not keep requisite payroll records, and violated California Business & Professions Code §§ 17200, *et seq.* (“UCL”).
- The Settlement covers the following:
  - (1) All current and/or former non-exempt employees that were employed by Randall in California from April 4, 2015, to April 4, 2019, who were subject to Randall’s bell schedule (which signified the start and end of Class Members’ rest and meal periods and the start and end of their shifts) and who did not sign an arbitration agreement with a class action waiver during their employment with Randall.
  - (2) The term “Class Members” does not include those individuals who opt out during the opt-out period.
  - (3) The term “Class Members” only includes those employees who were hired directly through Randall and does not include those individuals who were employed through a staffing agency, including Select Staffing.

The above group covered by the Settlement is defined as the “Class,” and individuals in the group are defined as “Class Members.” Because Randall’s records show that you qualify as a Class Member, you may receive money from the Settlement if the Court grants final approval of the Settlement.

- Notwithstanding the terms of this Settlement, Randall denies any wrongdoing and denies that the matter can be pursued as a class action and entered into the Settlement as a compromise to resolve this dispute.

## OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

<b>DO NOTHING</b>	If you do nothing and the Court grants final approval of the Settlement, you will be deemed a “Settlement Class Member” and be bound by the terms of the Settlement and judgment entered based thereon and the release of Released Claims described below in Section 5. You will be mailed a Class Settlement Payment check at the last address that the Settlement Administrator has on file for you.
<b>ASK TO BE EXCLUDED FROM CLASS SETTLEMENT</b>	If you do not wish to participate in the Settlement, you must send a letter requesting exclusion (“Request for Exclusion”) to the Settlement Administrator. You will keep the right to sue Randall on your own about the Released Class Claims resolved by this Settlement. Your Request for Exclusion must be postmarked or fax-stamped <b>no later than February 17, 2022</b> . In other words, if you request exclusion from the Settlement, you will not receive a Class Settlement Payment. See Sections 9-11 for more information.
<b>OBJECT</b>	If you wish to object to the Settlement, you must send an objection letter (“Notice of Objection”) to the Settlement Administrator that is postmarked or fax-stamped <b>no later than February 17, 2022</b> . See Section 12 for more information.

- **These rights and options, and how to exercise them, are explained in more detail in this Notice.**
- **The Court handling this case still has to decide whether to grant final approval of the Settlement. Class Settlement Payments will only be issued if the Court grants final approval of the Settlement.**
- **Additional information regarding the Settlement is available through the Settlement Administrator, whose contact information is provided in this notice.**

### **BASIC INFORMATION**

#### **1. Why did I get this notice?**

For purposes of this Settlement, “Class Members” or “Class” means all current and/or former non-exempt employees that were employed by Randall in California from April 4, 2015, to April 4, 2019 (the “Class Period”), who were subject to Randall’s bell schedule (which signified the start and end of Class Members’ rest and meal periods and the start and end of their shifts) and who did not sign an arbitration agreement with a class action waiver during their employment with Randall.

Randall’s records show that you are a member of the Class defined above.

#### **2. What is the Action about?**

Martinez is a former hourly and/or non-exempt employee of Randall. On April 4, 2019, Martinez commenced the Lawsuit by filing the Class Action Complaint for Damages.

Martinez alleges that Randall violated certain provisions of the California Labor Code. Martinez alleges that he and the Class Members are entitled to unpaid wages, meal and rest period premiums, interest, statutory and civil penalties, attorneys’ fees, and costs.

Randall denies engaging in any wrongful conduct as alleged in the Lawsuit and continues to deny the claims and charges of wrongdoing and liability.

The Court has not made any determination as to whether the claims advanced by Martinez have any merit. Nor has it decided whether this case could proceed as a class action. Instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong.

Both Martinez and Randall believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of Class Members.

#### **3. Why is this lawsuit a class and representative action?**

In a class action, one or more people called the “Plaintiff” sues on behalf of people who may have similar alleged claims, called the “class” or “class members.” The Court has made no determination that the case should be certified as a “class action,” except for purposes of this Settlement. On November 12, 2021, the Honorable Daniel J. Buckley issued an order certifying the Class for purposes of settlement only.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 4. What does the settlement provide?

The parties reached a Settlement in which Randall's total maximum payment amount will not exceed \$70,000.00 ("Maximum Settlement Amount") plus the employer's share of payroll taxes which will be paid by Randall separately and in addition to the Maximum Settlement Amount.

The "Net Settlement Amount" is the portion of the Maximum Settlement Amount eligible for distribution to Settlement Class Members minus the payments listed below, which are subject to approval by the Court:

- Class Counsel Award: an amount not to exceed \$23,310 (One-third of the Maximum Settlement Amount) to Class Counsel for attorney's fees. Class Counsel has not been paid to date.
- Class Counsel Costs: an amount not to exceed \$3,000.00 to Class Counsel for reimbursement of actual litigation costs and expenses. Class Counsel will not receive any fees or costs other than those provided by the Settlement and approved by the Court.
- Enhancement Award: an amount not to exceed \$6,000.00 to Martinez as payment for his service in pursuing the Lawsuit as the Class Representative.
- Settlement Administration Costs: an amount not to exceed \$3,350.00 to the Settlement Administrator, Phoenix Settlement Administrators, for the costs of administering the Settlement.

You may be eligible to receive a payment under the Settlement, as follows: (i) all Class Members who do not opt-out of the Settlement (*i.e.*, Settlement Class Members) will receive a Class Settlement Payment. The Class Settlement Payment will be calculated, as follows:

#### Class Settlement Payments

<p><b>Your estimated gross Class Settlement Payment is \$[ ] and you have been allocated [ ] Compensable Weeks (comprising of [ ] Randall's Employees' Weeks).</b></p>
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The Net Settlement Amount will be distributed to Settlement Class Members, according to the following formula: Each Class Member's Individual Settlement Payment will be calculated by determining the number of Workweeks that each Class Member worked as an hourly-paid or non-exempt employee of Randall in the State of California during the Class Period (herein referred to as "Compensable Weeks") and multiplying the Class Member's individual Workweeks by the Weekly Rate, which is derived by dividing the Net Settlement Amount by the total Workweeks worked by all Class Members.

"Randall's Employees Weeks" means all weeks in which any Class Member worked for Randall as Randall's direct employee in California during the Class Period.

For tax purposes, Class Settlement Payments will be allocated as follows: 30% wages (to be reported on an IRS Form W-2) and 70% penalties, interest, and other non-wage damages (to be reported on an IRS Form 1099). Settlement Class Members will be issued their Class Settlement Payments after reduction of required employee-side taxes and withholdings with respect to the wages portion of the Class Settlement Payments. Randall will pay employer-side taxes with respect to the wages portion of the Class Settlement Payments separately and in addition to the Maximum Settlement Amount.

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

As of the date on which Randall funds the Settlement, Martinez and each Class Member who does not submit a timely and valid Request for Exclusion (*i.e.*, Settlement Class Members) shall release the Released Parties from the Released Class Claims. With respect to Released Class Claims which arise under the Fair Labor Standards Act ("FLSA"), by endorsing, cashing, and/or depositing the Class Settlement Payment check, Settlement Class Members, including Martinez, shall be deemed to have opted-in under FLSA, 29 U.S.C. § 216(b), and shall have, by operation of the Final Approval Order and Judgment, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all Released Class Claims that arise under the FLSA.

"Released Parties" means Defendant Randall Foods, Inc. and its predecessors, parents, subsidiaries, affiliated organizations, successors, assigns, directors, officers, employees, managers, partners, members, agents, attorneys, insurers, representatives, past, present, and future shareholders, joint venturers, and their respective heirs and personal representatives, including, but not limited to Sydney and Anne Bloom Farms, Inc. and AJSB, LLC ("Randall").

"Released Class Claims" means **all Class Members who** shall hereby irrevocably release, acquit, waive, relinquish, and forever discharge Randall of and from any and all claims, rights, demands, complaints, causes of action, obligations or liabilities of any and every kind, damages (including liquidated damages), penalties, interest, costs or fees, including but not limited to all professional fees and costs incurred in relation to the Litigation (except as specified in the Agreement),

that were asserted in the Litigation against Randall. This release includes any and all claims, rights, demands, liabilities and causes of action under California law that the Class has had or now has against the Releasees for any acts occurring within the Class Period that were pled in the First Amended Complaint or that could have been pled based on the factual predicate for the allegations in the First Amended Complaint, specifically including, but not limited to claims for failure to provide or pay for missed or non-compliant meal breaks, failure to authorize and permit or pay for missed or non-compliant rest breaks, failure to pay or underpaying wages of any type (including minimum and/or overtime wages), failure to timely pay wages of any type, including at the time of termination or resignation, failure to keep records relating to time worked or wages paid, failure to furnish accurate itemized wage statements, failure to provide and maintain accurate timekeeping and/or payroll records, violation of the California Unfair Competition Law, California Business Code Section 17200 *et seq.*, California Labor Code Sections 201, 202, 203, 204, 226.3, 226.7, 510, 512(a), 558, 1174, 1194, 1194.2, 1197, 1198, California Code of Regulations Title 8, Sections 11050(7) and 11090(7), violation of the Industrial Welfare Commission Wage Orders relating to the claims listed herein, or any other wage and hour claim that was asserted in the First Amended Complaint or that arises out of the facts alleged in the First Amended Complaint, including any claims in connection therewith for damages, restitution, interest, penalties, costs and attorneys' fees, including pursuant to California Labor Code Sections 218.5, 218.6, 1021.5, and 1194.

### **HOW TO GET A SETTLEMENT PAYMENT**

#### **6. How do I receive my Class Settlement Payment?**

If the Court grants final approval of the Settlement, thereafter, you will automatically be issued your (i) Class Settlement Payment check as described in Section 4, if you do not opt out of the Settlement. You will be mailed your Class Settlement Share by check at the last address that Randall has on file for you (unless you timely provide an updated address to the Settlement Administrator). If your address changes after you receive this notice, you can contact the Settlement Administrator at 1-800-523-5773 and provide your updated address.

#### **7. When will I get my payment(s)?**

Payments will be distributed only after the Court grants final approval and the Settlement is effective pursuant to the terms of the Settlement Agreement and the Court's orders. The timing of distribution of payments will depend on the date of entry of an order by the Court granting final approval of the Settlement and entry of judgment based thereon. For more information about the estimated timing of payments, you can check with the Settlement Administrator.

Payments will remain valid for one hundred eighty (180) calendar days after the date it is mailed to you, thereafter it will be voided. The funds associated with such voided checks will be transmitted to the Unclaimed Property Fund maintained by the State of California Unclaimed Property Fund in the names of the Settlement Class Members whose checks are voided.

#### **8. How do I dispute the Compensable Weeks?**

If you disagree with the Compensable Weeks that are credited to you based on Randall's records, which are stated in Section 4 of this Notice, and you wish to dispute this information, you must do so by submitting a written letter to the Settlement Administrator ("Dispute"). A complete and timely Dispute must: (1) contain the name, address, telephone number, last four digits of the Social Security number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit (in this Lawsuit: *Martinez v. Randall Foods, Inc.* Case No. 19STCV11502); (3) clearly state that the Class Member seeks to dispute his or her Compensable Weeks; (4) include documentation and/or an explanation to show contrary Compensable Weeks; and (5) be postmarked or fax-stamped by **February 17, 2022** and sent to the Settlement Administrator at the following address or fax telephone number:

Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **9. How do I ask the Court to exclude me from the settlement of the Released Class Claims?**

If you do not wish to participate in the release of the class action portion of the Settlement and release of Released Class Claims, you can request exclusion from the Settlement (i.e., Opt Out) by submitting a written request for exclusion ("Request for Exclusion"). A complete and timely Request for Exclusion must: (1) contain the name, address, telephone number, last four digits of the Social Security number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit (in this Lawsuit: *Martinez v. Randall Foods, Inc.*, Case No. 19STCV11502); (3) clearly indicate that the Class Member seeks to exclude him or herself from the Settlement; and (4) be postmarked or fax-stamped on or before **February 17, 2022** and sent to the Settlement Administrator at the specified address or fax telephone number that is listed above in Section 8.

Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any judgment entered in the Action if the Settlement is approved by the Court.

#### **10. If I exclude myself, can I get anything from the settlement?**

If you exclude yourself from the Settlement, you will not receive a Class Settlement Payment and you will not release the Released Class Claims.

#### **11. If I don't exclude myself, can I sue later?**

No. If you do not exclude yourself, you give up the right to sue Randall and the Released Parties for the Released Class Claims described above. You must exclude yourself from the Settlement to start or continue your own lawsuit to pursue any of the Released Class Claims.

### **OBJECTING TO THE SETTLEMENT**

#### **12. How do I object to the Settlement?**

Any Settlement Class Member may object to the Settlement by submitting a written objection (“Notice of Objection”) to the Settlement Administrator. A complete and timely Notice of Objection must: (1) contain the name, address, telephone number, last four digits of the Social Security number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit (in this Lawsuit: *Martinez v. Randall Foods, Inc.*, Case No. 19STCV11502); (3) clearly state that the Class Member seeks to object to the Settlement; (4) state the legal and factual basis for the objection; (5) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (6) be postmarked or fax-stamped on or before **February 17, 2022** and sent to the Settlement Administrator at the specified address or fax telephone number that is listed above in Section 8.

**If a Settlement Class Member wishes to appear at the Final Approval Hearing and orally present his or his objection to the Court, they may do so even if they have not submitted a Notice of Objection.** Settlement Class Members who submit a Notice of Objection will still be subject to the release of Released Class Claims and will receive monetary compensation from the Settlement. Class Members who submit Requests for Exclusion may not object to the Settlement.

#### **13. What's the difference between objecting and asking to be excluded?**

Objecting is telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement.

#### **14. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You are not required to attend this hearing. The Final Approval Hearing will be held on [insert time/date] in Department 1 at the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be moved to a different date and/or time without additional notice. For more information and/or updates regarding the date and/or time of the Final Approval Hearing visit <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and search for case number 19STCV11502.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If the Court approves the settlement and enters judgment, notice of final judgment will be posted on the Settlement Administrator's website: [www.phoenixclassaction.com](http://www.phoenixclassaction.com).

#### **15. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit a Notice of Objection in conformity with the requirements set forth herein, you do not have to come to the Final Approval Hearing to talk about it, and the Court will consider your objection. **The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak. Thus, regardless of whether you have submitted a Notice of Objection, you may attend the Final Approval Hearing and request to be heard.** You may also pay another lawyer to attend on your behalf, but it is not required and you will be independently responsible for the costs of your attorney and any costs associated therewith. If you wish to appear at the Final Approval Hearing, you may do so remotely by making a reservation using the LA Court Connect system. Instructions can be found here: [www.lacourt.org/lacc/](http://www.lacourt.org/lacc/).

If you choose to attend the hearing (or otherwise come to the Court to review files), you must comply with the Court's social distancing procedures. Specifically, all persons are required to wear face coverings over their mouth and nose and must maintain at least six feet of distance from all other persons while in the courthouse. For more information regarding the Court's social distancing procedures visit [www.LACourt.org](http://www.LACourt.org).

## **IF YOU DO NOTHING**

### **16. What happens if I do nothing at all?**

If you do nothing, you will automatically receive a Class Settlement Payment from this Settlement and you will be bound by the Settlement (including and not limited to the release of Released Class Claims against Released Parties) and the judgment entered based thereon.

## **THE LAWYERS REPRESENTING YOU**

### **17. Do I have a lawyer in this case?**

The Court has appointed the following lawyers, who represent Martinez, to serve as counsel for the Class (“Class Counsel”):

LAW OFFICES OF BUCHSBAUM & HAAG, LLP  
BRENT S. BUCHSBAUM, ESQ.  
brent@buchsbaumhaag.com  
LAUREL N. HAAG, ESQ.  
laurel@buchsbaumhaag.com  
100 Oceangate, Suite 1200  
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Phone: (562) 733-2498  
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The attorneys for Randall are:

Hill, Farrer & Burrill LLP  
Warren J. Higgins  
whiggins@hfbllp.com  
Erika A. Silverman  
esilverman@hfbllp.com  
One California Plaza, 37th Floor  
300 South Grand Avenue  
Los Angeles, CA 90071-3147  
Phone: (213) 620-0460

## **GETTING MORE INFORMATION**

### **18. How do I get more information?**

This notice summarizes the Settlement. More details are in the Joint Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”). You may contact the Settlement Administrator for more information. The Settlement Administrator may be contacted at the previously-mentioned mailing address and fax telephone number, as well as at the following toll-free telephone number: (800) 523-5773. You may also view the Settlement Agreement and documents filed in the actions by visiting the Office of the Clerk of the Los Angeles Superior Court at the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012 (“Office of the Clerk”). In light of COVID-19, you must call the Office of the Clerk at (213) 310-7000, between 8:30 a.m. and 4:30 p.m. Monday through Friday, to make a reservation to view the records.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT.**