

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

*Robert Greig v. Food On Time, Inc. and L & L Catering, Inc.*

Los Angeles County Superior Court Case No. BC684566

**If you are a current or former employee of Food On Time, Inc. or L & L Catering, Inc., you may be entitled to receive money from a class action settlement.**

*The California Superior Court, County of Los Angeles authorized this notice.*

*This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS.**

**PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Court has granted preliminary approval of a proposed settlement in a class action filed on behalf of current and former employees of Food On Time, Inc. and/or L & L Catering, Inc. (“Defendants”). The proposed settlement will resolve all Released Claims (defined below) against Defendants. A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on June 25, 2019 to determine whether the settlement should receive the Court’s final approval.

**If you are a member of the settlement class, you may receive a settlement payment and may be bound by the terms of the release described below. This Notice explains how much you may receive as a settlement payment. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described below) no later than May 16, 2019 otherwise you will be bound by the terms of the settlement.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a potential member of the settlement class by Defendants’ records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The people eligible to receive a settlement payment (the “Settlement Class”) includes all non-exempt current and former employees of Defendants from November 27, 2013 through March 13, 2019.

**3. DESCRIPTION OF THE ACTION**

A former employee of Defendants, Robert Greig, filed a class action complaint against Defendants in the Los Angeles County Superior Court on November 27, 2017. His complaint was based on allegations that he and other employees were not properly compensated for all hours worked, were not provided with compliant meal and rest breaks, were not paid all amounts due at separation and did not receive accurate wage statements. Based on these facts and others, Plaintiff’s complaint alleges causes of action for: (1) failure to provide meal and rest breaks, (2) inaccurate wage statements, (3) failure to pay unpaid wages at time of discharge, (4) unfair business practices, (5) failure to provide employment records, (6) penalties under the Private Attorneys General Act (PAGA), and (7) failure to pay overtime.

Defendants deny all of Plaintiff’s allegations. Defendants contends that all employees have been properly compensated, that all employees were provided with the opportunity to take meal and rest breaks, that employees were paid all amounts due at separation and that Defendants have complied with all wage statement reporting requirements under California law.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by Defendants. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for June 25, 2019 (the “Final Approval Hearing”).

**4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca G. Gundzik Gartenberg Gelfand Hayton LLP 15260 Ventura Blvd., Suite 1920 Sherman Oaks, CA 91403 Telephone: (213) 542-2100 Facsimile: (213) 542-2101	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
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**FOR MORE INFORMATION CALL 1-800-523-5773.**

Attorneys representing Defendants are:

Shaun J. Voight Soo Y. Park Fisher & Phillips LLP 444 South Flower Street, Suite 1500 Los Angeles, CA 90071 Telephone: (213) 330-4500
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## 5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement (“Settlement Agreement”), a copy of which is filed with the Clerk of the Court. You can also obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above).

Defendants have agreed to pay \$350,000.00 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. The Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, and a service and release payment to the Plaintiff. All settlement administration costs, attorneys’ fees and costs, and the service and release payment, will be deducted from the Gross Settlement Amount. The remaining amount will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Under the settlement, Class Counsel may request up to \$116,666.66, to compensate them for their work on the case, plus their reasonable costs and expenses of the litigation, not to exceed \$12,000, for their reimbursement of the actual costs and expenses incurred. The attorneys’ fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Payment: The Plaintiff is requesting a service and release payment not to exceed \$5,000.00, in addition to the amount he will receive as a member of the class, to compensate him for undergoing the burden and expense of bringing and prosecuting the action, and for the broader release of claims he is required to execute. The service and release payment will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Class Action Administration Solutions, has advised the parties that the settlement administration costs not to exceed \$12,000. The settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: The parties propose to allocate \$8,000 of the Gross Settlement Amount to settle allegations that Defendant owes penalties to the state of California for alleged violations of the California Labor Code. Seventy-five percent (75%) of that allocation, which is \$6,000, will be paid to the California Labor & Workforce Development Agency. This \$6,000 payment will also be deducted from the Gross Settlement Amount. The other 25% of this allocation, which is \$2,000, will be divided among all class members as part of the Net Settlement Amount.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to Settlement Class Members who do not exclude themselves from the settlement and will be made in two payments to each Settlement Class Member. The amount of each Settlement Class Member’s share of the Net Settlement Amount will be calculated based upon the number of weeks the class member worked during the Class Period, according to Defendants’ records.

## 6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendants’ records, you worked a total of <Weeks> weeks during the Class Period. Under the settlement, you will receive approximately <Est Set>, which will be paid in two payments of <Pay1> and <Pay 2>. This amount may increase or decrease based on various factors, including the amounts approved by the Court for attorneys’ fees and costs, settlement administration costs, service and release payment to Plaintiff, and disputes by other class members regarding their work days during the Class Period. **To receive this estimated amount, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out two settlement checks to each class member, one within approximately 25 days after the settlement is finally approved, and the second approximately 180 days later. You will have 180 days after the Settlement Administrator mails your second settlement check to cash it; otherwise the checks will be voided and the amount of your settlement payments will be delivered to the State of California Controller’s Unclaimed Property Fund and held by

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the state in your name. For tax purposes, one-third of your settlement payment shall be attributed to wages, to be reported on a W-2 form; one-third shall be attributed to penalties; and one-third shall be interest. The amount of interest and penalties will be reported on an IRS Form 1099.

Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## **8. RELEASE OF CLAIMS**

Unless you submit a valid Request for Exclusion (described below), you will release Defendants Food On Time, Inc. and L & L, Inc. and each of their agents, attorneys, insurers, owners, shareholders, partners, officers, directors, managers, and employees, from any and all claims, liens, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, equitable relief, or causes of action, of any nature whatsoever, that either were or could have been asserted or sought based on, or arising from, or relating to the facts alleged in the Complaint, (including, without limitation, (1) failure to provide meal and rest breaks, (2) inaccurate wage statements, (3) failure to pay unpaid wages at time of discharge, (4) unfair business practices, (5) failure to provide employment records, (6) penalties under the Private Attorneys General Act (PAGA), and (7) failure to pay overtime) to the extent that they could have been asserted or sought based solely on the facts and claims alleged in the Complaint for related claims under common law, statute, or regulation and all damages, punitive damages, liquidated damages, equitable relief, interest, attorney's fees, waiting time penalties, and/or penalties of any nature whatsoever arising solely from the facts and claims alleged in the Complaint.

This release is for conduct occurring from November 27, 2013 through March 13, 2019. The claims covered by this release are referred as the "Released Claims."

Claims and damages that were not alleged in the Complaint and could not have been based on the facts and claims alleged in the Complaint are specifically excluded from the Released Claims.

## **9. YOUR OPTIONS**

As a member of the settlement class you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### **(a) You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive two settlement payments. You will also be bound by the release of claims set forth in Section 8 above. The payments will remain valid and negotiable for one hundred and eighty (180) days from the date of the issuance of the second settlement payment. This deadline to cash the payment shall not be extended for you absent Court Order.

### **(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number work weeks identified in Section 6 above. To do so, you must provide the settlement administrator with documentation supporting your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Robert Greig v. Food On Time, Inc. and L & L Catering, Inc.*, Case No. BC684566). You must provide written documentation supporting the number of pay periods or employment dates you contend to have worked; otherwise, Defendants' records will be presumed correct. You must postmark your written statement no later than **May 16, 2019**.

The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The settlement administrator will mail you its final determination. You will have until **May 16, 2019** to decide whether you want to exclude yourself from the settlement, as described below.

### **(c) You Can Exclude Yourself from the Settlement Class.**

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion. The deadline to postmark a Request for Exclusion is **May 16, 2019**. A Request for Exclusion is a written statement unambiguously requesting to be excluded from the settlement class. The Request for Exclusion must include the case name (*Robert Greig v. Food On Time, Inc. and L & L Catering, Inc.*, Case No. BC684566), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion for your records. Moreover, to ensure receipt by the Settlement Administrator, you may elect to send your

Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before the deadline, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendants.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement if it is approved by the Court and by the Judgment, and you will receive a settlement payment.

**(d) You Can Object to the Settlement.**

If you are a member of the settlement class who does not opt out of the class, you may object to the settlement, personally or through an attorney (retained at your own expense), by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to file and postmark objections is **May 16, 2019**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Robert Greig v. Food On Time, Inc. and L & L Catering, Inc.*, Case No. BC684566).

If you fail to mail timely written objections, you will be deemed to have waived any objections you may have to the settlement and will be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, unless the Court orders otherwise.

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement, and you will not be permitted to file a Request for Exclusion.

**10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release payment to the Plaintiff, and Class Counsels' request for attorneys' fees and costs, will be held on June 25, 2019, in Department 14 of the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. You may appear at the Final Approval Hearing and be heard regardless of whether you submit an objection to the settlement. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

**11. ADDITIONAL INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los County Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. You may also contact the settlement administrator as follows:

Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863  
Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)  
Telephone: (800) 523-5773  
Website: <http://www.phoenixclassaction.com/greig-v-food-on-time-inc/>

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**FOR MORE INFORMATION CALL 1-800-523-5773.**