

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

If you are a current or former non-exempt (meaning hourly) employee directly hired by PAFCO Holdings, Inc. and/or Pacific American Fish Co., Inc. (“PAFCO”) or placed by a staffing agency at PAFCO from April 7, 2012 through September 16, 2019, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- Non-exempt, hourly employees sued PAFCO Holdings, Inc., Pacific American Fish Co., Inc., and Kamran Staffing, Inc., alleging wage and hour claims.
- Without any admission of liability, the parties have agreed to settle this lawsuit as a class action on behalf of all current and former non-exempt, hourly employees directly hired by PAFCO or placed by a staffing agency at PAFCO from April 7, 2012, through September 16, 2019.
- This settlement is subject to approval of the Court.
- PAFCO has denied these claims. The Court has not decided whether PAFCO did anything wrong. Your legal rights are affected, and you have a choice to make now.
- You are receiving this Notice because the records reflect that you may be one of the above Class Members. You are not being sued.
- YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS, WHETHER YOU ACT OR DO NOT ACT.
- Your legal rights are affected by this Settlement and this Notice explains your rights under this settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Accept the settlement and your settlement payment. Stay in this Lawsuit. Give up certain rights.</p> <p>By doing nothing, assuming the settlement is approved by the Court, you will receive a settlement payment. In exchange, you give up any rights to sue PAFCO and any staffing agency separately about the same legal claims in this lawsuit.</p> <p>However, if you no longer live at the address this Notice was mailed to, or if you move, you should promptly contact the Claims Administrator, whose contact information is below.</p>
ASK TO BE EXCLUDED	<p>Get out of this Lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded, you won't receive any settlement money. But you will keep any rights to sue PAFCO separately about the same legal claims in this lawsuit (subject to the applicable statutes of limitations).</p>
OBJECT	<p>If you wish to object to the Settlement, you may submit a written objection in accordance with the procedures set forth below. By objecting, you will be informing the Court of your objection, but you will remain a Settlement Class Member, you will still be bound by the terms of the Settlement, and you will still receive a monetary payment.</p>

- **The Court still has to decide whether to grant final approval to the Settlement. Payments will only be issued to the Settlement Class members if the Court grants final approval to the Settlement.**
- Your options are explained in this notice. To ask to be excluded, you must act before **May 17, 2022**.
- **Any questions? Read on and visit www.phoenixclassaction.com/.**

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BASIC INFORMATION

1. Why did I get this notice?

PAFCO's records show that you currently work, or previously worked, at PAFCO Holdings, Inc. and/or Pacific American Fish Co., Inc. (collectively "PAFCO"), and/or were placed there by a staffing agency. This notice explains the terms of a proposed settlement, which the Court is being asked to approve, in a class action lawsuit that may affect you. You have legal rights and options that you may exercise. Judge Wilfred J. Schneider, Jr. of the Superior Court of the State of California for the County of San Bernardino is overseeing this class action. The lawsuit is known as *Adrian Gamboa v. Kamran Staffing, Inc., et al.*, Case No. CIVDS1605273.

2. What is this lawsuit about?

The lawsuit is about whether PAFCO failed to pay minimum wages, failed to pay overtime wages for all overtime hours worked, failed to provide proper meal breaks, and failed to pay all wages timely upon separation of employment to its non-exempt, hourly employees as required by applicable California laws, including California's Labor Code and Unfair Competition Law. Specifically, whether PAFCO illegally automatically deducted meal periods, failed to provide second meal periods, rounded time punches, and failed to pay all wages due upon separation of employment. PAFCO denies the allegations in the lawsuit.

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

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Adrian Gamboa) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who sued—and all the Class Members like them—is called the Plaintiff. The companies he sued are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial, and as part of the settlement of this action, PAFCO agrees for the purposes of settlement that this case can be settled as a class action.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff claims that PAFCO failed to pay minimum wages, failed to pay overtime wages, failed to provide proper meal breaks, and failed to pay all wages timely upon separation of employment to its non-exempt, hourly employees. You can read the Plaintiff's Class Action Complaint at www.phoenixclassaction.com/.

6. How did PAFCO answer?

PAFCO denied all allegations of wrongdoing or illegal conduct, including but not limited to, failure to pay overtime, failure to provide meal or rest breaks, failure to pay wages when due upon separation from employment, automatically deducting meal periods, and rounding time. Moreover, PAFCO asserted that at all relevant times, it had a legally compliant meal and rest policy in effect. Lastly, PAFCO asserted that it had no control over how class members supplied by staffing agencies were paid because it provided raw data of hours worked to the staffing agencies that placed said temporary workers with PAFCO who then issued paychecks to the workers. PAFCO asserted it had no responsibility for issuing any paycheck to temporary workers for wages earned.

7. Has the Court decided who is right?

The Court did not decide whether PAFCO or the Plaintiff is correct. By issuing this Notice, the Court is not deciding who is right.

8. What did the Plaintiff asking for?

The Plaintiff asked for monetary compensation including lost wages, penalties, and interest for Class Members.

WHO IS IN THE CLASS?

9. Am I part of this Class?

Under the proposed settlement, all current and former non-exempt, hourly employees directly hired by PAFCO or placed by staffing agency at PAFCO from April 7, 2012 through September 16, 2019, are Class Members.

10. Which current and former employees are included?

Current and former employees are in the Settlement Class as long as they were employed by PAFCO any time from April 7, 2012, through September 16, 2019 and paid hourly. If you were hired after September 16, 2019—even if you are a current employee—you are not included.

11. I'm still not sure if I am included

If you are still not sure whether you are included, you can get free help at www.phoenixclassaction.com/, or by calling or writing to the lawyers in this case, at the phone number or address listed in question 22.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to receive the settlement payment provided for by this settlement. By doing nothing you are staying in the Class. If you stay in and the Court approves this settlement, you will receive a settlement payment. Keep in mind that if you do nothing now, you will not be able to sue, or continue to sue, PAFCO—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. This means that if you do nothing, you may only be able to sue for the same wage and hour violations that occurred before April 7, 2012 or occur after September 16, 2019 only (subject to the applicable statutes of limitations). You will also be legally bound by the judgment entered if the Court approves the settlement.

13. Why would I ask to be excluded?

If you already have your own unpaid wage, meal period, or other wage and hour claim lawsuit against PAFCO and want to continue with it, you can ask to be excluded from the Class. **If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won't get any money or benefits from this lawsuit.**

However, you may then be able to sue or continue to sue PAFCO for wage and hour violations. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against PAFCO after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against PAFCO, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Gamboa v. Kamran Staffing, Inc., et al.* Be sure to include your name, address, telephone number, the date, your signature, and the last four digits of your social security number or tax payer identification number. You must mail your Exclusion Request postmarked by **May 17, 2022**, to: Gamboa v. Kamran Staffing, Inc., et al. Exclusions, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Do NOT send an Exclusion Request if you want to participate in this case.

15. What if I have an objection?

The Court will hold a Final Approval Hearing on August 12, 2022 at 8:30 a.m. in Department S32 of the Superior Court of the State of California in and for the County of San Bernardino, located at 247 W. 3rd Street, San Bernardino, CA. As a Class Member, you may object to the Settlement or file a statement in support of the Settlement for consideration at the Final Approval Hearing.

QUESTIONS? VISIT www.phoenixclassaction.com/

Any Settlement Class Member who objects to this Settlement must mail an objection to the Settlement Administrator by **May 17, 2022**. The Settlement Administrator will then provide any objection to the Parties, who will then provide the same to the Court. The Notice of Objection must be signed by the Settlement Class Member, include the Class Members' name, address, last four digits of their social security number or tax payer identification number, signature, and indicate an intent to object. Absent good cause found by the Court, Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. Settlement Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

16. What is the difference between objection to the settlement and excluding myself from the settlement?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't 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.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court decided that the law firm of Aegis Law Firm, PC, of Irvine, CA is qualified to represent you and all Class Members. The law firm is called "Class Counsel." They are experienced in handling similar cases against other employers. More information about this law firm, their practices, and their lawyers' experience is available at www.aegislawfirm.com.

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

19. How will the lawyers be paid?

Because Class Counsel are getting money or benefits for the Class if the Court approves this settlement, Class Counsel will ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsels' request, the fees and expenses will be deducted from any money obtained for the Class.

THE SETTLEMENT

20. Who receives payments?

If the Court approves this settlement, payments will be made to class members, to the attorneys representing the class members for reasonable fees and costs, to Plaintiff Adrian Gamboa as a service fee for serving as class representative, and to the settlement administrator, Phoenix Settlement Administrators, for administering the settlement.

21. How are settlement payments determined?

PAFCO has agreed to pay \$3,000,000 to settle all of the claims in this lawsuit. From this amount:

- Up to 40%, or \$1,200,000, will be paid to Class Counsel for reasonable attorneys' fees. The Court will decide the amount of reasonable attorneys' fees at or about the time the Court decides whether this settlement should be accepted as fair and reasonable;
- Class Counsel will be reimbursed for its reasonable court costs up to \$65,000, which are determined by the Court;
- The settlement administrator will be reimbursed for its costs of administering this settlement, up to \$40,000;
- The Class Representative will be paid an Enhancement Award of up to \$25,000 for bringing the case and releasing additional claims.
- The remaining amount, which is expected to be approximately \$1,700,000, will be divided pro rata among all class members in proportion to the number of workweeks.

22. What is my settlement payment expected to be?

With this Notice, you also are receiving a Notice of Estimated Individual Settlement Payment, which specifies the weeks worked that are credited from April 7, 2012 through September 16, 2019, and which states the amount of our estimated settlement payment based on that number of workweeks.

23. What if I disagree about my number of workweeks?

The Notice of Estimated Individual Settlement Payment accompanying this Notice describes how you can dispute the number of workweeks currently credited to you from April 7, 2012 through September 16, 2019. If you believe this number is inaccurate, you may dispute it.

24. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. S32 of San Bernardino County Superior Court, 247 W. 3rd Street, San Bernardino, CA on August 12, 2022, at 8:30 a.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service fees, and the costs of the claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

GETTING MORE INFORMATION

25. Are more details available?

Visit the website, www.phoenixclassaction.com/, where you will find the Stipulation and Agreement for Class Action Settlement, the Complaint that the Plaintiff submitted, and Defendant's Answer to the Complaint. You may also speak to one of the lawyers by calling (949) 379-6250, emailing jcampbell@aegislawfirm.com, or by writing to: Aegis Law Firm, PC, 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618.