

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES

Mata, et al., v. Day-Lee Foods, Inc.
Case No. 20STCV21664

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

TO: Any and all persons who have been employed by Defendant Day-Lee Foods, Inc. ("Defendant") as non-exempt employees in California at any time from June 4, 2016, to September 15, 2021.

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions (the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

Any and all persons who have been employed by Defendant as non-exempt employees in California at any time from June 4, 2016, to September 15, 2021.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Day-Lee Foods, Inc (“Defendant”) indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from the time period from June 4, 2016, to September 15, 2021 (the “Class Period”).

A Preliminary Approval Hearing was held on August 15, 2022 in the Superior Court of California, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on December 22, 2022, at 10:00 a.m., before Hon. Kenneth R. Freeman, located at 312 North Spring Street, Los Angeles, California 90012, Department 14 (Spring Street Courthouse).

2. *What Is This Case About?*

Masako Fujiya originally filed the wage-and-hour class action lawsuit against Defendant in the Superior Court of California, County of Los Angeles, on June 4, 2020, Case Number 20STCV21664. The wage-and-hour class action lawsuit alleged violation of: (1) Labor Code section 226.7 (unpaid rest period premiums); (2) Labor Code sections 1194 and 1197 (unpaid minimum wages); (3) Labor Code sections 201 and 202 (final wages not timely paid); (4) Labor Code section 226(a) non-compliant wage statements; and (5) Business & Professions Code sections 17200, *et seq.*

On May 12, 2021, Plaintiff Edgar Mata provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions

The Parties attended mediation on the matter on August 26, 2021. Under the auspices of the mediator Steven J. Rottman, the Parties were able to reach a settlement of the Class Action.

In line with the Parties’ decision to settle the Class Action, the Parties filed a First Amended Complaint in the Superior Court of California, County of Los Angeles on December 6, 2021. The First Amended Complaint withdrew Masako Fujiya as the plaintiff and added Plaintiffs Edgar Mata and Elvis Olivares (“Plaintiffs”) as the new plaintiffs and class representatives. Moreover, the First Amended Complaint alleged violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194, 1197.1, and 1197 (unpaid minimum wages); (5) Labor Code sections 201, 202, and 203 (final wages not timely paid); (6) Labor Code section 226(a) non-compliant wage statements; (7) Labor Code section 2800 and 2802 (unreimbursed business expenses); (8) Labor Code sections 2698, *et seq.* (Private Attorneys General Act of 2004); and (9) Business & Professions Code sections 17200, *et seq.*

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant as a non-exempt employee in California at any time from June 4, 2016, to September 15, 2021.

4. How Does This Class Action Settlement Work?

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by Defendant as non-exempt employees in California at any time during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
<p align="center">JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259</p>	<p align="center">LEWIS BRISBOIS BISGAARD & SMITH LLP Daniel H. Qualls William G. Anderson 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Telephone: (415) 362-2580 Facsimile: (414) 434-0882</p>

The Court has decided that Justice Law Corporation is qualified to represent you and all other Class Members simultaneously.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below, and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a non-exempt employee in California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may mail a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, “opt out”) by sending a timely opt out form. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FORM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9. If you opt out of the settlement, the settlement amount to be paid by Day-Lee Foods, Inc. will not decrease and remain the same. The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, **postmarked no later than November 4, 2022**, to: **DAY-LEE FOODS, INC. C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. BOX 7208, ORANGE, CA 92863**. You cannot exclude yourself by phone.

Eligible Aggrieved Employees May Not Opt-Out of PAGA Settlement. Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Agreement which releases the PAGA Released Claims. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the PAGA Released Claims.

If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, your Response Deadline to postmark an Exclusion Form, or mail and serve an objection to the Settlement will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. The Exclusion Form must: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863 by November 4, 2022. The Objections must: (a) state the objecting person’s full name, address, and telephone number and the name and address of counsel, if any; (b) have the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel and orally object to the Settlement. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. However, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection regardless of whether the Class Member submitted a written objection. In other words, a Class Member is not required to submit a written objection to be heard at the Final Approval Hearing.

Class Members who fail to object 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. Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before November 4, 2022.

If the Court rejects the notice of objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns ("Released Parties").

A. Released Claims.

The Released Claims are all claims, rights, demands, damages, liabilities and causes of action, in law or in equity, arising at any time during the Class Period alleged in the Complaints, Plaintiff Edgar Mata's letter to the LWDA, or that could have been alleged based on the facts pleaded in the Class Action, along with related claims and all associated penalties. The scope of the Released Claims is limited to the claims arising during the Class Period ("Released Claims").

B. PAGA Released Claims.

The PAGA Released Claims are any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties that were alleged, or which could have been alleged in the Class Action based on the facts and allegations pleaded in the Complaints and Plaintiff Edgar Mata's letter to the LWDA. The scope of the release of the PAGA claims is limited to claims arising during the PAGA Timeframe ("PAGA Released Claims").

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under the Agreement shall be up to but no more than \$1,900,000 ("Gross Settlement Amount").

The "Net Settlement Amount" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payments to Plaintiff Edgar Mata and Elvis Olivares in an amount up to \$10,000 to each Plaintiff for the prosecution of the Class Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator in the amount not to exceed \$15,000; (3) the PAGA Payment of \$100,000, seventy-five percent (75%) of which (\$75,000) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$25,000) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed \$665,000 (35% of the Gross Settlement Amount); and (5) payment to Class Counsel of Cost Award in an amount not to exceed \$20,000 for litigation costs. All these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked during the Class Period based on the Class List provided by Defendant, divided by (ii) the total number of weeks worked by any and all Participating Class Members collectively, during the Class Period based on the same Class List, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties to the amount of weeks that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ _____, less taxes. This is based on Defendant's records which show you worked ___ workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you must provide documentation and/or an explanation to show contrary information to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863 on or before November 4, 2022. If you do not provide any documents supporting your dispute, the number of workweeks reported in Defendant's records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Any evidence submitted will be reviewed and the Class Counsel and Counsel for Defendant will make a final determination.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Share will be treated as penalties, interest, and reimbursement, and will be paid pursuant to an IRS Form 1099.

No later than twenty-one (21) calendar days after the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of One Million Nine Hundred Thousand Dollars (\$1,900,000) needed to pay the entire Gross Settlement Amount by wiring the funds to the Settlement Administrator. At this time, Defendant will also wire Defendant's portion of payroll taxes as the Class Members' current or former employer, which will be paid separately and in addition to the Gross Settlement Amount, to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.

Within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for the PAGA Payment to the LWDA for settlement of the PAGA claim.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amount of the Individual Settlement Share to the California State Controller: Unpaid Wage Fund.

11. What is the PAGA Payment and Am I Eligible for it?

Under the terms of the Settlement, \$100,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of California. \$75,000 will be sent to California. Eligible Aggrieved Employees will share the remaining \$25,000 based on the number of pay periods they worked.

You are an "aggrieved employee" eligible ("Eligible Aggrieved Employee") to share the PAGA Payment under the settlement, if you are an individual employed as a non-exempt employee who worked for Defendant within California from May 12, 2020, through September 15, 2021 ("PAGA Timeframe").

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to their proportional share, which will be based upon the total number of pay periods he or she was employed during the PAGA Timeframe. The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (*i.e.*, the sum of all pay periods of employment for each eligible aggrieved employee) and dividing that number into the \$25,000 amount allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual eligible aggrieved employee's total number of pay periods employed during the PAGA Timeframe to determine that individual's proportional share.

Settlement checks issued to the Eligible Aggrieved Employees pursuant to the Agreement shall expire one hundred eighty (180) days from the date they are issued by Defendant. Any unclaimed funds after the one hundred eighty (180) days shall be turned over by the Settlement Administrator to the California State Controller: Unpaid Wage Fund.

Based on your total number of pay periods, your estimated Individual Settlement Share for the PAGA Payment is \$ _____. One hundred percent (100%) of this payment will be considered penalties and will be issued an IRS form 1099 if it exceeds \$600. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

Because these penalties can only be sought by California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$665,000) for attorney fees and up to \$20,000 for litigation costs.

Defendant has paid all their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid a Class Representative Enhancement Payments, subject to Court approval.

13. Final Approval Hearing and Additional Information

The Court will hold a Final Fairness Hearing concerning the proposed settlement on December 22, 2022, at 10:00 a.m., before Judge Kenneth R. Freeman, located at 312 North Spring Street, Los Angeles, California 90012, Department 14. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website www.phoenixclassaction.com/day-lee-foods-inc/. Class Members will receive notice of final judgment by checking the Settlement Administrator's website www.phoenixclassaction.com/judgments.

Due to the current pandemic, the Court may not hold a final fairness hearing in-person. You may appear at the hearing remotely through the Los Angeles Superior Court's VCourt Remote Appearances System. You cannot set up a remote appearance through the VCourt Remote Appearances System until [30 days prior to hearing] and you must set up the remote appearance more than 2 hours prior to the hearing. It may take time to set up the remote appearance, so provide yourself time to go through the sign-up procedure.

When you are ready to schedule your appearance, go to <https://lacourt.portalscloud.com/VCourt/> and click on the "Schedule" button. You will be directed to a sign in page. If you have an account, then sign in. If you do not have an account, click the link for "Sign up now" and follow the instructions to sign up for an account. Once signed in or once you finish setting up an account, you will be directed to a page to "Search for A Case." Type in "20STCV21664" in the "Enter Case Number" field and click the "Proceed to Step 2" button. On the next page, choose the "Other" check box to designate the type of "Attendee" that you are. Fill in your name in the box for "Attendee Name." Fill in "class member" in the box for "Attendee Role." Fill in your email in the boxes for "Attendee Email" and "Confirm Email." Then, fill in your phone number in the box for "Attendee Phone." For the "Party Name" menu, select "Edgar Mata and Elvis Olivares." Then, click on the "Proceed to Step 3" button. On the next page, click on the box for "[fill in date/time, event description]" and select audio or video from the "Appearance Type" menu. You will be charged a fee based on the type of appearance that you choose. Then, click on the "Proceed to Step 4" button. Click on the "Go to Payment Site" button. Click on the Create Credit Card Payment Authorization and fill in your credit card billing information associated with the credit card you will be using, your phone number, and email address. Click on the "Next" button. Fill in your credit card information and review the terms and conditions. If you agree, click the checkbox to agree with the terms and conditions and click the "Next" button. Verify the information and click on the "Create Payment Authorization" button. On the next page, you will be provided the telephone number which you will use to call in to make your appearance and the conference ID number and PIN which you must use to remotely appear. Save this information and call in 10 to 15 minutes prior to December 22, 2022, at 10:00 a.m.

Please monitor the Los Angeles County Superior Court's website at <https://www.lacourt.org/> for any updates regarding the Court's procedures regarding the pandemic.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "Day-Lee Foods, Inc. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Los Angeles County Superior Court at 111 North Hill Street Los Angeles, CA 90012 between 8:30 a.m. and 4:30 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.