

## NOTICE OF CLASS ACTION SETTLEMENT ("NOTICE")

*Antonio Montejano v. Gul Food Management, Inc. dba Jack in the Box*  
Case No. CGC-19-577248

and

*Antonio Montejano v. Gul Food Management, Inc. dba Jack in the Box*  
Case No. CGC-19-580532

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND IN SPANISH

**If you are a current or former non-exempt employee of GUL FOOD MANAGEMENT, INC. dba JACK IN THE BOX from July 1, 2015, through September 10, 2020, a class action settlement described in this letter may affect your rights. Please read this Notice carefully.**

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

### WHY ARE YOU RECEIVING THIS NOTICE?

- Antonio Montejano ("Plaintiff" and/or "Mr. Montejano"), a former employee of Gul Food Management, Inc. dba Jack in the Box ("Defendant" and/or "Gul Food"), filed two lawsuits against Gul Food, which have been consolidated together into one case ("the Action"); Gul Food denies any and all liability.
- The Parties to the lawsuits have reached a proposed settlement, and the Court has given its preliminary approval to the terms of the settlement. The Court has not decided whether Gul Food did anything wrong.
- Based on Gul Food's records, you are one of the current or former Gul Food employees who is eligible to participate in the settlement.
- This proposed settlement could affect your legal rights, and you have a choice to make now:

<b>Your Legal Rights and Options in this Lawsuit</b>	
<b>Do Nothing</b>	Assuming you are a Class Member and the Settlement is approved, if you do nothing, the Settlement Administrator will mail you a settlement check at your last known address (unless you timely provide a forwarding address to the Settlement Administrator). Whether or not you receive or cash the check, you will be bound by the Settlement and will release all claims that are released through the settlement.
<b>Ask to be Excluded</b>	If you do NOT want to participate in the Settlement for the class claims and receive a settlement check for the class claims, you must request exclusion using the procedure set forth in section 14 below. Your request for exclusion must be postmarked by <b>September 9, 2022</b> . If you request exclusion, you will not receive compensation for the class claims and you will not release the class claims through the settlement. However, if you worked during the PAGA period, you will still be mailed a check for the PAGA claims and you will still be bound by the release of the PAGA claims in the Settlement.
<b>Object</b>	You may object to the Settlement in one of two ways. You may submit a written objection using the procedure set forth at section 15 below. Any written objection must be postmarked by <b>September 9, 2022</b> to be considered. You may object in person at the final approval hearing. The date and location of the final approval hearing is set forth at section 19, below. If you object, you will be participating in the settlement. This means that if the settlement is approved you will be mailed a settlement check and you will be bound by the release.
<b>Dispute Workweek Information</b>	Your share of the class settlement fund will be based on the workweeks you worked for Defendant in California between the dates of July 1, 2015 to September 10, 2020. Your share of the PAGA settlement fund will be based on the workweeks you worked for Defendant in California between September 1, 2018 through September 10, 2020. Your workweek information is provided below in section 9. If you believe that information is inaccurate, you may dispute it using the procedure in section 9. Any dispute must be submitted by <b>September 9, 2022</b> . If you dispute your workweek information, you will be participating in the settlement. This means that if the settlement is approved you will be mailed a settlement check and you will be bound by the release.
<b>Updating Your Mailing Address</b>	Settlement checks may not be mailed until more than two (2) years after this notice is mailed. Settlement checks will be mailed to your last known address. The Settlement Administrator will attempt to search for any updated mailing addresses immediately before mailing Settlement checks. If you want your Settlement check to be mailed to a different address, you may update your address by mailing your current address to the Settlement Administrator at Phoenix Class Action Administration, P.O. Box 7208, Orange, CA 92863.

**GUL FOOD WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT**

**Your options and your deadlines to act are explained in this notice.**

## BASIC INFORMATION

### 1. WHY DID I GET THIS NOTICE?

If you worked as a non-exempt employee for Gul Food Management, Inc. dba Jack in the Box between July 1, 2015, and September 10, 2020, the proposed class action settlement described in this letter may affect your rights. The Parties to the lawsuit have reached a proposed settlement of the case, which must be approved by the Court. Hon. Anne-Christine Massullo of the San Francisco County Superior Court is overseeing the proposed Settlement of this Class Action and has given *preliminary* approval of the settlement so that you could receive this notice and learn about how it might affect your rights. The lawsuit is known as *Antonio Montejano v. Gul Food Management, Inc. dba Jack in the Box*, Case No. CGC-19-577248. This case includes the consolidated case of *Antonio Montejano v. Gul Food Management, Inc. dba Jack in the Box*, Case No. CGC-19-580532. You can access the entire case file online through the County of San Francisco Superior Court's website: <https://www.sfsuperiorcourt.org/online-services>. Judge Massullo will hold a Final Approval Hearing concerning the proposed settlement on May 17, 2022 at San Francisco County Superior Court, Department 304, located at 400 McAllister St, San Francisco, California 94102. The Final Approval Hearing may be continued to another date without further notice.

### 2. WHAT IS THIS LAWSUIT ABOUT?

A former employee of Gul Food, Antonio Montejano, asserted wage-hour claims against Gul Food. Plaintiff asserted claims against Gul Food on behalf of current and former employees of Gul Food who were or are employed in the State of California and worked for Gul Food as hourly or non-exempt employees during the Settlement Class Period (July 1, 2015 through September 10, 2020) based on the following categories of allegations: (1) failure to pay all wages, including overtime wages, (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay wages upon termination of employment; (5) failure to provide accurate itemized wage statements; (6) failure to indemnify for necessary business expenditures or losses in discharge of duties; and (7) unfair business practices.

Plaintiff also asserted claims against Gul Food on behalf of current and former aggrieved employees of Gul Food who were or are employed in the State of California and worked for Gul Food as hourly or non-exempt employees during the (PAGA Period of September 1, 2018 through September 10, 2020.) The PAGA claims are for the following: (1) Violation of PAGA for Failure to Provide Meal Periods; (2) Violation of PAGA for Failure to Provide Rest Periods; (3) Violation of PAGA for Failure to Pay All Wages Including Minimum Wages and Overtime Wages; (4) Violation of PAGA for Failure to Keep Accurate Payroll Records; (5) Violation of PAGA for Failure to Reimburse for Necessary Expenditures; and (6) Violation of PAGA for Waiting Time Penalties.

Gul Food denies the allegations raised in the Action and asserts that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, regulation, common law, or equitable theory. The Parties reached a settlement subject to court approval as represented in the Fifth Amended Joint Stipulation of Settlement and Release, attached to the supplemental declaration of Kevin Mahoney, ("Settlement Agreement" attached as Exhibit A) filed on December 16, 2021, along with Opt-Out Form).

### 3. HAS THE COURT DECIDED WHO IS RIGHT?

The Court has not and will not decide whether Plaintiff or Gul Food are correct. By giving preliminary approval to the settlement, the Court is not suggesting that the Plaintiff or Gul Food will win or lose this case. The Court's role in evaluating the Settlement is to decide whether the terms of the Settlement appear to be fair to the Class based on strengths and weaknesses of Plaintiff's claims, whether a settlement on behalf of all of the Class Members is appropriate based on the types of claims in Plaintiff's Complaint and whether Plaintiff and his lawyers will fairly represent the Class Members.

### 4. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a "Class Representative" (in this case Antonio Montejano) sues on behalf of himself and other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representative is referred to as the Plaintiff, and the Class or Putative Class (which includes Plaintiff) is referred to as the Class or Putative Class. The company they sued is called the Defendant. In a class action, the court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

In a representative PAGA action lawsuit, a "Plaintiff" (in this case Antonio Montejano) sues on behalf of the State of California, himself and other aggrieved employees. The people together are "aggrieved employees." The PAGA Representative is referred to as the Plaintiff. The company they sued is called the Defendant. In a PAGA representative action, the court resolves the issues for everyone including the Plaintiff and aggrieved employees.

## 5. WHAT IS THE TIME PERIOD TO WHICH THIS CLASS ACTION APPLIES?

This Class Action applies to all hourly or non-exempt employees of Gul Food employed at some time since July 1, 2015 through September 10, 2020, which is the date that the Court gave its preliminary approval to the Settlement. This time period is known as the “Class Period.” There is also a PAGA action which applies to all aggrieved non-exempt employees of Gul Foods, employed at some time since September 1, 2018 through September 10, 2020 This time period is known as the “PAGA Period.” As described below, the Class Period and PAGA Period are used to determine the amount of each Class Member’s share of the Settlement.

## 6. IS THERE ANY MONEY AVAILABLE NOW?

No money is available now, because the Court has only given *preliminary* approval to the settlement. The Court has not yet decided to give *final* approval to the settlement. The Court will not decide whether to give final approval to the settlement until the Class Members have received notice of the lawsuit and had the opportunity to decide whether to respond. If the Court grants final approval of the settlement, settlement funds will be paid to the Class Members. Defendant is not obligated to make the Settlement payment until two (2) years after the Settlement is finally approved and no disbursement will be made until Defendant has fully funded the Settlement.

## THE TERMS OF THE SETTLEMENT

### 7. HOW MUCH IS THE TOTAL SETTLEMENT?

Gul Food has agreed to pay a total of Six Hundred Fifty-One Thousand Nine Hundred Seventy-Two Dollars and Thirteen Cents (\$651,972.13) in settlement of Plaintiff’s claims. This is referred to as the “Gross Settlement Amount.” Under the terms of the settlement, Gul Food has agreed to pay this total sum through an agreed upon payment schedule, and no part of the Gross Settlement Amount will be returned to Gul Food.

### 8. HOW MUCH OF THE SETTLEMENT WILL GO TO THE CLASS MEMBERS?

Certain deductions will be made from the Gross Settlement Amount. The amount remaining after these deductions is referred to the “Net Settlement Amount.” The Net Settlement Amount is the amount that will be divided amongst the Class Members, known as the Net Settlement Amount.

Each of the deductions from the Gross Settlement Amount listed below will be requested and the Court will decide how much to award at the time of final approval.

- Attorneys’ fees **not to exceed** Two Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$208,333.33) and costs of up to Twenty Thousand Dollars (\$20,000.00).
- Payment to the Settlement Administrator **not expected to exceed** Twenty Thousand Dollars (\$20,000.00) for the costs of sending notice out to the Class Members, responding to Class Member inquiries and distributing settlement funds to the Class Members if the Court gives its final approval to the settlement;
- Payment to the Class Representative **not to exceed** Seven Thousand Five Hundred Dollars (\$7,500.00) as an incentive for the filing of this lawsuit, for the risks incurred by Plaintiff in bringing the lawsuit, and for Plaintiff’s participation in this lawsuit in assisting Class Counsel; and
- Payment of Ten Thousand Dollars (\$10,000.00), to the California Labor and Workforce Development Agency (“LWDA”), for the resolution of the PAGA claims alleged in this Action. Of this amount, seventy-five percent (75%) or Seven Thousand Five Hundred Dollars (\$7,500.00), representing seventy-five percent (75%) of the PAGA allocation, will be paid to LWDA. The remaining Two Thousand Five Hundred Dollars (\$2,500.00), representing twenty five percent (25%) of the PAGA Allocation, shall be part of the Net Settlement Amount to be distributed to aggrieved employees.

Each of the above amounts is deducted from the Gross Settlement Amount, and the remaining amount of Three Hundred Eighty-Six Thousand One Hundred Thirty-Eight Dollars and Eighty Cents (\$368,138.80) (Net Settlement Amount) if all requested disbursements are approved in full, is to be distributed to all of the Class Members. From the Net Settlement Amount, employee payroll taxes will be paid and payments will be issued to Class Members. The employer’s share of taxes will not be deducted from the Settlement. Employer shall pay the employer’s share of taxes separate and apart from the Gross Settlement Amount.

## 9. WHAT IS MY SHARE OF THE SETTLEMENT AND HOW IS IT CALCULATED?

The Settlement reflects Plaintiff's claims that he and the other Class Members are entitled to unpaid wages and premiums, interest on unpaid wages, and various penalties related to the failure to pay wages that are established under the California Labor Code. Generally, each Class Member's share of the Settlement depends on the length of time the Class Member was employed by Gul Food during the time between July 1, 2015 through September 10, 2020.

**Individual Settlement Payment to Participating Class Members:** Each Individual Participating Class Member shall be eligible to receive an Individual Class Settlement Payment, which is a share of the Net Settlement Amount, of approximately Three Hundred Eighty-Six Thousand One Hundred Thirty-Eight Dollars and Eighty Cents (\$386,138.80) based on the number of weeks worked by Participating Class Members during the time between July 1, 2015 through September 10, 2020, as a proportion of all weeks worked by all Participating Class Members during any time between July 1, 2015 through September 10, 2020.

**Individual Settlement Payment Formula:** The distribution formula is as follows = Payment to Participating Class Members = (Net Settlement Amount/All Participating Class Member Workweeks) x Individual Participating Class Member Workweek. The Claims Administrator will then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member.

**Individual PAGA Settlement Payment Formula:** The distribution formula is as follows: "Individual PAGA Settlement Payment = (\$2,500/All Aggrieved Employee Workweeks) x Individual Aggrieved Employee Workweeks. This payment will be made to all Aggrieved Employees even if they opt out of the Class Settlement. Individual PAGA Settlement Payments will not have any Employee Taxes withheld.

Individual Settlement Payments (Class and PAGA) shall be mailed by regular First-Class U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15) calendar days after the Gross Settlement amount is fully funded.

Within twenty-one (21) calendar days after Preliminary Approval, Defendant Gul Food, shall provide the Claims Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Aggrieved Employee, and any other reasonably required information the Claims Administrator requests to perform the calculations required under this Settlement. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

### **Individual Settlement Payment will be taxed as follows:**

- Twenty percent (20%) of your Individual Class Settlement Payment represents unpaid wages. Your Wage Payment will be subject to W-2 taxes and withholdings in the same way that it would have been if you had received it as part of your paycheck from Gul Food.
- Eighty percent (80%) of your Individual Class Settlement Payment represents penalties and interest. Each Class Member will receive an IRS Form 1099 for the remaining portion of their individual settlement amount not designated as wages.
- The Individual PAGA Settlement Payment to Aggrieved Employees shall not be subjected to the deduction of taxes; however, you will receive an IRS Form 1099 for this payment.

**GUL FOOD RECORDS INDICATE YOU WORKED APPROXIMATELY «Total\_Class\_Weeks» WORKWEEKS DURING THE SETTLEMENT CLASS PERIOD. GUL FOOD RECORDS INDICATE YOU WORKED APPROXIMATELY**

**GUL FOOD RECORDS INDICATE YOU WORKED APPROXIMATELY «Total\_PAGA\_Weeks» WORKWEEKS DURING THE PAGA PERIOD.**

**BASED ON YOUR TOTAL WORKWEEKS OF BOTH THE CLASS AND PAGA «Comb\_Weeks», YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS «Total\_Est\_Amount», TO BE ISSUED LESS APPLICABLE TAXES.**

The amount of the actual amount of your individual Settlement share will depend on how many Class Members decide that they want to be excluded from the Settlement, and the actual amounts deducted from the Gross Settlement Value that the Court approves.

**Disputing Workweek Information:** If you dispute the information regarding the number of shifts worked as set forth above, you must mail a written statement to the Settlement Administrator, Phoenix Class Action Administration, P.O. Box 7208, Orange, CA 92863, explaining your disagreement and return it along with copies of any documentation relating to your disagreement, such as itemized wage statements, tax forms, timesheets or personnel records, and it must be postmarked no later than **September 9, 2022**. Late workweek dispute letters will not be considered.

NOTE: THE WORKWEEK INFORMATION SET FORTH ABOVE WILL BE USED TO CALCULATE ANY PAYMENT THAT IS MADE TO YOU UNLESS YOU DISPUTE IT.

It is your responsibility to ensure that the Settlement Administrator has timely received your workweek dispute letter if you are disputing the information on this Notice. You may contact the Settlement Administrator at the toll-free number listed below to ensure it has been received.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

**10. WHAT ARE THE TAX CONSEQUENCES IF I CHOOSE TO RECEIVE MY SHARE OF THE SETTLEMENT?**

Neither the lawyers for the Class Members nor Gul Food make any representations to you concerning the tax consequences of this Settlement or your participation in it. You are encouraged to speak with your own personal tax advice prior to acting in response to this Notice.

Please be advised that the tax withholdings for your Individual Class Payment will be reported to the appropriate taxing authority whether you cash the check or not. For the portion of the Individual Class Settlement Payment that each Class Member receives pursuant to 1099, taxes will not be withheld from this portion. However, taxes may need to be paid and each person should consult an accountant or other tax advisor in connection with funds received under the settlement. Furthermore, for the Individual PAGA Settlement Payment paid to Aggrieved employees will be classified as penalties without any payroll tax deductions and for which a Form 1099 will be issued and will be reported to the appropriate taxing authority whether you cash the check or not.

**11. WHAT ARE DEFENDANT'S REASONS FOR AGREEING TO THIS SETTLEMENT?**

Gul Food does not admit to any of the claims alleged in the Action and denies that it owes money for any of the claims in this matter. Gul Food is settling this Action as a compromise. Gul Food reserves the right to object to and defend itself against any claim if for any reason the settlement fails.

**12. WHAT RIGHTS AM I RELEASING UNDER THE SETTLEMENT?**

If the settlement is approved, you will not be able to sue Gul Food or any of the released parties for Released PAGA Claims. In addition, if the settlement is approved and you do not opt out, you will not be able to sue Gul Food or any of the Released Parties for the Released Class Claims. If you choose to do nothing in response to this Notice, you will be mailed your share of the Settlement after the Defendant pays the full Settlement Amount as described above. You will be releasing your right to bring your own lawsuit against Gul Food for the same claims that Plaintiff asserted in the Action, or to bring claims that Plaintiff could have asserted based on the allegations in his Complaint.

Specifically, all Class Members who have not filed timely, valid Requests for Exclusion, on behalf of themselves, and on behalf of their successors, assigns, and/or agents, shall fully and finally release and discharge the Released Parties (Gul Food Management Inc. dba Jack in the Box, and all of its current, former, and future parents, owners, subsidiaries, predecessors and successors, and all of their agents, employees, officers, directors, partners, shareholders, agents, and any other successors, assigns, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the preceding) (collectively, the "Released Parties"), from the "Released Class Claims."

"Released Class Claims" means any and all known and unknown claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the factual allegations and claims asserted in the Montejano Class Action operative complaint including without limitation, all wage and hour claims for unpaid wages including minimum wage payments, failure to pay wages during employment, failure to pay overtime, failure to pay wages upon termination, uniform maintenance costs, meal and rest break violations, wage statement violations and penalties, waiting time penalties, reimbursement, restitution and other equitable relief, disgorgement, conversion, unjust enrichment, civil and statutory penalties, interests, liquidated damages, punitive damages, attorneys' fees and costs, claims under California Labor Code sections 201-203, 204, 223, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, Industrial Welfare Commission Wage Order No. 9, claims under California Business & Professions Code sections 17200-17204, and any other benefit claims on account of the allegations asserted in the

Montejano Class Action operative complaint. This release shall apply to all Class claims arising at any point between “July 1, 2015 through September 10, 2020.”

“Released PAGA Claims” means any and all known and unknown claims, in the Montejano PAGA Action operative complaint, seeking civil penalties for alleged violations of the following sections of the California Labor Code: §§201-203, §204, §206, §210, §226, §226.3, §226.7, §510, §512, §558, §1174, §1174.5, §1182.12, §1194, §1194.2, §1197, §1197.1, §1198, §2800, §2802, and any other benefit claims on account of the factual allegations asserted in the Montejano PAGA Action. This release shall apply to all claims based on Plaintiff’s Notice to the LWDA and the factual allegations in the operative complaint arising at any point between September 1, 2018 through September 10, 2020. Even if a Class Member chooses to “opt-out” of the Class Settlement, the Class Members would still be bound by the PAGA release.

**You may view the full text of the Release to which you will be subject if you receive your share of the Settlement at [www.phoenixclassaction.com/montejano-v-gulfoods](http://www.phoenixclassaction.com/montejano-v-gulfoods), specifically refer to sections 1.32, 1.35, 1.36, and 3.2.1, 3.2.1.1 and 3.2.2 of the Fifth Amended Stipulation of Class Action Settlement and Release.**

Even if you choose to receive your share of the Settlement, you are **not** releasing Gul Food or any other person or entity from claims for workers’ compensation, unemployment, or disability benefits or any other claims not released as a part of this Settlement and that cannot be lawfully released.

### **YOUR RIGHTS AND OPTIONS**

You have to decide whether to stay in the Class or ask to be excluded from the Settlement.

#### **13. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing at all, you will be mailed a check with your share of the Settlement so long as the Court gives its *final* approval to the Settlement and the Settlement Administrator has your current address and you will be bound by the release of the class and PAGA claims as set forth in Section 12 above. You will need to keep the Settlement Administrator apprised of address updates to receive a check. Settlement checks may not be mailed until more than two (2) years after this notice is mailed. Settlement checks will be mailed to your last known address. If you want your Settlement check to be mailed to a different address, you will need to update your address with the Settlement Administrator, Phoenix Class Action Administration, P.O. Box 7208, Orange, CA 92863, (800) 523-5773. You will be legally bound by all of the Order the Court issues and judgments the Court makes with respect to this Settlement.

If for any reason the Court decides not to give final approval to the Settlement, the Settlement will be void and you will not receive your share of the Settlement. You will also retain any rights you may have had if Plaintiff’s lawsuit had never been filed. Under the terms of the Settlement, if the Court does not give final approval to the Settlement for any reason, the parties to the lawsuit will continue with the lawsuit.

#### **14. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE SETTLEMENT IF I DO NOT WANT TO PARTICIPATE?**

If you want to be excluded from the Settlement, you or your authorized representative may appear in person or you must send the Request for Exclusion Form by fax or mail. Your request to be excluded, 1) must contain your name and address; 2) must be signed by the you or an authorized representative; and 3) must be postmarked or faxed by the Response Deadline and returned to the Claims Administrator by fax at the specified number, or at the specified address. You must fax or mail your exclusion request, postmarked or faxed no later than **September 9, 2022**, to:

PHOENIX CLASS ACTION ADMINISTRATION  
P.O. Box 7208  
Orange, CA 92863  
Fax number (949)209-2503)

If you send a request for exclusion to the Settlement Administrator at the address listed above within the deadline identified above, indicating that you want to opt-out of the settlement in this case, you will not be eligible to receive any of the benefits for the Class Action under the Settlement. You will, however, retain whatever legal rights you may have to bring your own individual claim against Defendants. Finally, this request for exclusion will not apply to your Individual PAGA Settlement Payment and you will receive your Individual PAGA Settlement Payment regardless of your request for exclusion and you will be bound by the PAGA release if the Settlement is approved.

**15. CAN I OBJECT TO THE SETTLEMENT?**

Yes. If you do not opt out of the Settlement, you may object to the Class Settlement either personally or through an attorney at your own expense. You may mail a written Notice of Objection to the Settlement Administrator at the address set forth above in Part 14. All objections must be mailed or faxed to the Claims Administrator, no later than **September 9, 2022**. Your Notice of Objection must contain (1) the name and case number of the Action: *Antonio Montejano v. Gul food Management, Inc. dba Jack in the Box* Case No. CGC-19-577248; (2) your full name; (3) if possible, your dates of employment; and; (4) whether you intend to appear at the Final Approval Hearing; and (5) your signature or your authorized representative’s signature.

You have a right to appear at the Final Approval Hearing, with or without an attorney, regardless of whether you submitted a Notice of Objection in order to have your objection(s) heard by the Court. Even if you do not personally appear or through an attorney, the Court will still consider your objection.

You should not opt out of the class settlement if you intend to object because you will not longer be considered a Class Member and will not have standing to object. If you mail a timely objection and a timely Request for Exclusion, you will be treated as an opt out of the Class Settlement, and if the Court gives its final approval to the Class Settlement you will NOT receive a share of the Class Settlement and you will NOT be subject to the release described in section 14. Even if you are excluded from the Class Settlement, you will still receive a portion of the PAGA Settlement based on a proportion of the number of workweeks during the PAGA period.

**THE LAWYERS IN THIS CASE**

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

<p>Attorneys for Plaintiff &amp; the Class (“Class Counsel”) Are:</p> <p>KEVIN MAHONEY (SBN: 235367)  <a href="mailto:kmahoney@mahoney-law.net">kmahoney@mahoney-law.net</a>  BERKEH ALEMZADEH (SBN: 324834)  <a href="mailto:balem@mahoney-law.net">balem@mahoney-law.net</a>  <b>MAHONEY LAW GROUP, APC</b>  249 East Ocean Boulevard, Suite 814  Long Beach, CA 90802  Telephone: (562) 590-5550  Facsimile: (562) 590-8400</p>	<p>Attorneys for Gul Food are:</p> <p>S. ASHAR AHMED (SBN 256711)  <b>INFINITY LAW GROUP LLP</b>  111 Deerwood Road, Suite 200  San Ramon, CA 94583  Telephone: (925) 831-4755  Facsimile: (925) 831-9278  Email: <a href="mailto:aahmed@infinitylawca.com">aahmed@infinitylawca.com</a></p> <p>ILYA FILMUS (SBN 251512)  <b>INFINITY LAW GROUP LLP</b>  1020 Aileen St.  Lafayette, CA 94549 Tel:  (415) 426-3580  Fax: (415) 426-3581  Email: <a href="mailto:ifilmus@infinitylawca.com">ifilmus@infinitylawca.com</a>  <a href="mailto:aahmed@infinitylawca.com">aahmed@infinitylawca.com</a></p>
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**17. SHOULD I GET MY OWN LAWYER?**

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. You may retain your own lawyer at your own expense. 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.

**18. HOW WILL THE LAWYERS BE PAID?**

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won’t have to pay these fees and expenses. The fees and expenses that the Parties have agreed that Class Counsel may request are identified above at Part 9. If the Court grants Class Counsels’ request, the fees and expenses will be deducted from the Gross Settlement Amount.

## IMPORTANT FUTURE DATES

### 19. WHAT HAPPENS NEXT?

The Court has scheduled a Final Approval Hearing for October 14, 2022 at 9:15 a.m. at the San Francisco County Superior Court, Department 304, located at 400 McAllister St, San Francisco, California 94102. At the Final Approval Hearing, the Court will decide whether or not to grant final approval of the Settlement, the Court will also rule on the Settlement Class Representative's request for attorney's fees, litigation costs, and incentive award. You have the right, but are not required, to appear personally or through an attorney of your choosing, at your own expense, to object to or express your views regarding the Settlement and the requested attorney's fees, costs and service award. The Complaints for both the Class Case and PAGA Case; the operative Motion for Preliminary Approval, Declarations in Support of Motion for Preliminary Approval, Proposed Order, Notice of Class Action Settlement, the Fifth Amended Stipulation of Class Action Settlement and Release; will be posted on the Settlement Administrator's website at [www.phoenixclassaction.com/montejano-v-gulfoods](http://www.phoenixclassaction.com/montejano-v-gulfoods). Plaintiff's Motion for Final Approval of the Settlement, Request for Attorneys' Fees, Litigation Costs and Incentive Award as well as any final judgment filed in this matter will be made available on the Settlement Administrator's website as soon as practicable after they are filed.

## GETTING MORE INFORMATION

### 20. ARE MORE DETAILS AVAILABLE?

This Notice only summarizes the Action, the Settlement, and other related matters. There are a variety of ways that you can request more information.

- You may refer any questions about the lawsuit and the Settlement by calling Class Counsel MAHONEY LAW GROUP, APC, at (562) 590-5550. You may also email Class Counsel Kevin Mahoney at [kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net).
- You may refer any questions about the lawsuit and the Settlement by contacting the Settlement Administrator, Phoenix Class Action Administration, at (800) 523-5773 and [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com).
- You may visit [www.phoenixclassaction.com/montejano-v-gulfoods](http://www.phoenixclassaction.com/montejano-v-gulfoods) to view documents filed in this matter, including the operative Complaint, Fifth Amended Settlement Agreement, operative Motion for Preliminary Approval and accompanying papers, Motion for Final Approval and accompanying papers, Notice of Entry of Judgment and all other papers filed in connection with the operative Motion for Preliminary Approval, including court orders in this case. If the Court grants final approval to the Settlement, this website will also have access to copies of all papers filed by Class Counsel in support of their Motion for Final Approval of Class Action Settlement and the Court's Order Granting Final Approval of Class Action Settlement.
- You may also access the Court's docket to view all documents filed in this matter at: <https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=BC635E967EA4095E8E7075E3D1AB35C8C4607B1F>
- If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Claims Administrator at (800) 523-5773.

**PLEASE DO NOT CONTACT OR WRITE THE COURT, THE DEFENDANT, OR DEFENDANT'S ATTORNEYS FOR INFORMATION REGARDING THIS NOTICE OR THE SETTLEMENT.**