

## **NOTICE OF CLASS ACTION SETTLEMENT AND YOUR RIGHTS**

*Carrillo, et al. v. Classic Salads, LLC*  
**Superior Court of California for the County of Monterey**  
**Case No. 17CV002929**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

*Your legal rights are affected whether you act or don't act. Read this entire Notice carefully.*

IF YOU WORKED FOR **CLASSIC SALADS, LLC**, AT ITS FACILITY LOCATED AT 100 HARRINGTON ROAD, ROYAL OAKS AS A NON-EXEMPT (HOURLY) FEMALE EMPLOYEE IN CALIFORNIA AT ANY TIME FROM **SEPTEMBER 16, 2014** TO **FEBRUARY 24, 2023** AND YOU DID NOT SIGN AN ARBITRATION AGREEMENT, THEN YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

This Notice provides important information about your rights to participate in or exclude yourself from a proposed settlement (“Settlement”) entered into in a class action lawsuit titled *Carrillo, et al. v. Classic Salads, LLC*, Case No. 17CV002929, which was filed by Hilda Carrillo, Stefany Lara, and Araceli Bautista (“Plaintiffs”) against Classic Salads, LLC (also referred to herein as “Classic Salads” or “Defendant”) and is pending in the California Superior Court for the County of Monterey (the “Lawsuit”). You are receiving this Notice because Classic Salads’ records indicate that you were a female, non-exempt (hourly) employee who worked for Classic Salads at its facility located at 100 Harrington Road, Royal Oaks (the “Watsonville plant”) between September 16, 2014 and February 24, 2023 and who did not sign an arbitration agreement with Classic Salads during your employment. Based on this information, you are a member of the Class represented in the Lawsuit.

### **I. SUMMARY OF THE CLAIMS**

In the Lawsuit, Plaintiffs alleged sex discrimination in violation of the California Fair Employment and Housing Act (“FEHA”) and the Business and Professions Code Sections 17200 et seq. and sought recovery and damages for the alleged sex discrimination and unfair competition. The heart of Plaintiffs’ allegations concerned the claim that, in the production department at Classic Salads, female, non-exempt employees were consigned to the lowest-paying job positions without an opportunity to apply for or work in the higher-paying positions, which allegedly were only given to male employees.

Classic Salads denies the allegations and claims brought by Plaintiffs in the Lawsuit and denies any liability. Classic Salads maintains that it has fully complied at all times with the law. The Settlement is not an admission of any wrongdoing by Classic Salads, nor an indication that any laws were violated.

The Court has not decided whether or not Defendants violated any laws or whether any Class member is entitled to any money or other relief. Instead, both sides agreed to a no-fault Settlement of the Lawsuit, so as to avoid the cost of litigation and a trial, after participating in a mediation with a respected class action mediation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Lawsuit have merit or that Defendant has any liability to Plaintiffs or to Class members. The Parties agreed to allow Class members who do not opt out of the Settlement (“Participating Class Members”) to receive compensation from the Settlement. The terms of the Settlement are summarized in this Notice.

On February 24, 2023, the Court entered an order preliminarily approving the Settlement.

## II. TERMS OF THE SETTLEMENT

In the Settlement, Defendant agreed to pay a gross total of Three Hundred Twenty-Five Thousand Dollars (\$325,000) (“Gross Settlement Amount”) to resolve the Lawsuit and secure the releases set forth in the Settlement without admitting any liability whatsoever. The Gross Settlement Amount represents the maximum amount payable in this Settlement by Defendant. The following items will be paid from the Gross Settlement Amount: all attorneys’ fees and litigation costs and expenses incurred by the attorneys representing the Plaintiffs and the Class (“Class Counsel”) in connection with the Lawsuit; service payments to the Plaintiffs; all costs incurred to administer the Settlement; the Settlement Administrator’s fees and expenses; and any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms and conditions of the Settlement and securing dismissal of the Lawsuit. After the aforementioned items are paid, the portion of the Gross Settlement Amount that remains (the “Net Settlement Fund”) will be distributed to those members of the Settlement Class who do not request to be excluded from the Settlement.

The Net Settlement Fund is estimated at \$120,000. It has been calculated by subtracting the following from the Gross Settlement Amount: (a) Twenty Thousand Dollars (\$20,000) for the combined proposed service payments to Plaintiffs for their services in the Lawsuit; (b) One Hundred and Fifty Thousand Dollars (\$150,000) for the attorneys’ fees of the Class Counsel and up to \$30,000 for Class Counsel’s litigation costs; and (c) Five Thousand Dollars (\$5,000) for the estimated costs of the Settlement Administrator. The total Net Settlement Fund available to the Settlement Class will vary if the Court does not approve the requested amounts listed above at the hearing on final approval of the Settlement but will not exceed the amounts set forth above.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks employed by Defendant as an hourly-paid or non-exempt employee in California between September 16, 2014 and February 24, 2023 (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield her estimated Individual Settlement Share that she may be eligible to receive under the Settlement (which is listed in Section III below). Class Members who do not submit a valid and timely Election Not to Participate in Settlement (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

Defendant also agreed to notify each employee, in writing, about any job openings. Defendant will have each employee sign an acknowledgment that they were informed of the opening and indicate on the acknowledgment whether they want to apply or decline to apply for the position. Defendant will also take efforts to encourage female employees and job applicants to apply for openings in the palletizer, wrapper, tote washer, machine operator, and forklift driver positions. In hiring or promoting to these positions, Defendant will give a preference to equally-qualified women with a goal of reaching 50% representation of women in these positions.

### III. YOUR SETTLEMENT SHARE

According to Defendant's records, you have been credited with [\_\_\_\_\_] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Lawsuit (*Carrillo, et al. v. Classic Salads, LLC*, Case No. 17CV002929); (b) is signed by you; (c) contains your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (f) is returned by fax or mail to the Settlement Administrator at the address and/or facsimile number specified below, postmarked or faxstamped on or before May 23, 2023.

**Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863,  
www.phoenixclassaction.com/carrillo-et-al-v-classic-salads/ Telephone: (800) 523-5773**

Your estimated Individual Settlement Share is based on the number of Workweeks credited to you. **Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$\_\_\_\_\_.** This calculation assumes that all Class members will participate in the Settlement. The actual amount of money you will receive as part of the Settlement could be more or less than this estimate. It will be based on the number of Class members who opt-out of the Settlement.

The Settlement provides that the Individual Settlement Share you receive will be treated and taxed as general damages and the Settlement Administrator will issue an IRS Form 1099 for the amount. You must cash your Settlement Share check within one hundred and eighty (180) days after it is mailed to you. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the correct address within seven (7) calendar days for receiving the returned check. If the check is not cashed with 180 days, then it will be cancelled and, pursuant to California Code of Civil Procedure Section 384, all funds associated with uncashed or cancelled checks will be transmitted to California Rural Legal Assistance, the Parties' proposed *cy pres* recipient.

### IV. RELEASE OF CLAIMS

Unless you exclude yourself from the Settlement as set forth in this Notice, upon the "Effective Date" of the Settlement, you, on behalf of yourself and your respective heirs, beneficiaries, trustees, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns, any and all claims, rights, demands, liabilities obligations, penalties, costs, expenses, attorneys' fees, rights, damages, suits, indemnities, actions and causes of action of every nature and description whatsoever in law, equity or otherwise, whether known or unknown, that you had, now have, or may hereafter claim to have against the Released Parties based upon facts pled in the Complaint, including claims of alleged sex discrimination in violation of FEHA or unfair competition in violation of the Business and Professions Code § 17200, *et. seq.* arising between September 16, 2014 and February 24, 2023. Collectively, these are the "Class Released Claims."

The "Effective Date" means the later of: the day after the last day on which any appeal from the Final Approval Order might be filed (and no appeal has been filed); or, in the event a timely appeal is taken from the Final Approval Order, then, the date of successful resolution of any such appeal(s), including expiration of any time to seek reconsideration or further review.

The "Released Parties" means (i) Defendant Classic Salads; (ii) Classic Salads' past, present, and future parents, subsidiaries, and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Classic Salads; and (iii) the past and present shareholders, directors, officers, agents, employees, members,

consultants, benefit plans, successor and assigns of any of the foregoing.

## V. YOUR LEGAL RIGHTS AND OPTIONS

### A. DO NOTHING AND RECEIVE YOUR SETTLEMENT SHARE

You need not take any action if you wish to receive your Individual Settlement Share. If the Settlement is approved by the Court at the final approval hearing, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. Your estimated Individual Settlement Share is provided above in Section III. If you do nothing, you will be bound by the terms of the Settlement and will have released any and all of the Released Claims against any and all of the Released Parties upon final approval of the Settlement by the Court.

### B. EXCLUDE YOURSELF FROM THE SETTLEMENT

If you exclude yourself from the Settlement, you will not receive any money from the Settlement nor any share of the Settlement nor any Individual Settlement Share and will not be subject to any of the terms of the Settlement, nor will you be deemed to have released any of the Released Claims against any of the Released Parties.

**To exclude yourself from this Settlement, you must submit a completed Election Not to Participate in Settlement (“Election Not to Participate in Settlement”) to the Settlement Administrator. The Election Not to Participate in Settlement must be sent on or before May 23, 2023 by regular mail to the Settlement Administrator at the same address above. The Election Not to Participate in Settlement must be postmarked on or before May 23, 2023 to be valid.**

### C. OBJECT TO THE SETTLEMENT

**If you wish to object to the Settlement but still want to participate in it if the Court approves it, then you must complete and submit a written objection to the Settlement Administrator stating why you don’t like the Settlement.** If you wish to comment on or object to the Settlement, you must file with the Court and serve on counsel for the Parties no later than May 23, 2023 a written comment on or objection to the Settlement setting forth the grounds for the comment or objection. The statement should also indicate whether you intend to appear and comment or object at the Final Approval Hearing. Failure to so indicate will constitute a waiver of the right to appear at the hearing. If you do not file and serve a written comment or objection in the manner and by the deadline specified above, you will be deemed to have waived any comments or objections and will be foreclosed from making any comments or objections (whether by appeal or otherwise) to the Settlement. You may object to or elect not to participate in the Settlement but may not do both. If you submit a timely and proper Election Not to Participate in Settlement, you may not file an objection to the Settlement. **Written objections (along with any supporting documents) to the Settlement must be submitted to the Settlement Administrator on or before May 23, 2023.**

## VI. WHEN AND WHERE IS THE FINAL APPROVAL HEARING

The Final Approval Hearing will be held on June 30, 2023 at 8:30 a.m. at California Superior Court for the County of Monterey, in Courtroom 13, 1200 Aguajito Road, Monterey, California. The Court will determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The Court will also determine whether to grant Class Counsel’s request for attorneys’ fees and costs and the requested service payment to the Representative Plaintiffs. If you submit a valid and timely objection that complies with all of the requirements listed in section V.C above, you have the right to have your objection heard at the Final Approval Hearing and to address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

## **VII. HOW YOU CAN GET MORE INFORMATION ABOUT THE SETTLEMENT**

This Notice contains a summary of the terms of the Settlement intended to inform you of your legal rights and options with respect to the Settlement. For the exact terms and conditions of the Settlement, you can contact the Settlement Administrator at (800) 523-5773 and <https://www.phoenixclassaction.com/carrillo-et-al-v-classic-salads/>. Spanish speaking staff is available to assist you.

### **Lawyers Representing Plaintiff and the Class:**

Stan S. Mallison, Esq.  
Hector Martinez, Esq.  
Heather Hamilton, Esq.  
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**PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE**

**ELECTION NOT TO PARTICIPATE IN SETTLEMENT**

**Hilda Carrillo, et al. v. Classic Salads, LLC  
(California Superior Court for the County of Monterey  
Court Case No. 17CV002929)**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE  
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE  
ADDRESS BELOW, POSTMARKED NO LATER THAN  
MAY 23, 2023 TO:**

**CARRILLO V. CLASSIC SALADS SETTLEMENT  
C/O Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863**

I have received notice of the proposed Settlement in the Lawsuit and wish to be excluded from the Class and **NOT** to participate in the proposed Settlement. I understand this means that I will **NOT** be bound by the Settlement and also will **NOT** share in the class action Settlement proceeds.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

\_\_\_\_\_  
(Employee identification number or last four  
digits of Social Security Number)