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Elliot J. Siegel (Bar No. 312272)
elliott@kingsiegel.com
Erum Siddiqui (Bar No. 325984)
erum@kingsiegel.com
KING & SIEGEL LLP
724 South Spring Street, Suite 214
Los Angeles, California 90014
tel: (213) 465-4802
fax: (213) 289-2815

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 14 2023

E. Escobedo


SG
AUG 15 2023
R

Attorneys for Plaintiff and the Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

Gerardo Duenas, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Stremicks Heritage Food, a Delaware limited
liability company; **Jack Noenickx**, an
individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. CVRI2202014

[Assigned to Hon. Raquel A. Marquez, Dept.
S303]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: August 14, 2023

Time: 8:30 a.m.

Dept.: 1

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the
3 "Settlement" or "Stipulation") came on for hearing on August 14, 2023.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. CVRI2202014, entitled *Gerardo Duenas v.*
6 *Stremicks Heritage Food, et al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Gerardo Duenas ("Plaintiff") has alleged claims against Defendants
8 Stremicks Heritage Food and Jack Noenickx ("Defendants") on behalf of himself and on behalf of
9 others similarly situated, comprising: "*all persons who worked at least one shift as a non-exempt*
10 *employee in the State of California for Defendant from September 26, 2020 through July 23, 2023*"
11 ("Class Members"); and

12 WHEREAS, Plaintiff asserts class, PAGA, and individual claims in the Action against
13 Defendants for: (1) failure to properly pay or calculate all wages owed, including but not limited to
14 overtime, minimum, and sick pay wages; (2) failure to pay all wages owed at the applicable/correct
15 regular rate of pay; (3) failure to pay all wages owed due to "off-the-clock" work; (4) improper
16 "rounding" of employees' time entries and meal/rest breaks; (5) failing to properly pay for time
17 spent donning and doffing of employees' uniforms; (6) failing to properly pay for time spent waiting
18 in line to clock in and out of work and/or walking to/from time clocks; (7) failing to properly pay
19 for time spent submitting to or engaging in security checks, security screenings, bag checks,
20 security/health procedures, and/or waiting in cars to go through security booth checks; (8) failure
21 to provide proper meal periods or proper premium pay in lieu thereof; (9) failure to provide proper
22 rest periods or proper premium pay in lieu thereof; (10) failure to reimburse business expenses,
23 including but not limited to expenses related to personal cell phone use, masks, tools, uniforms, and
24 footwear; (11) failure to provide compliant and/or timely wage statements; (12) failure to properly
25 pay vested vacation time or timely pay vacation time pursuant to Labor Code section 227.3; (13)
26 failure to properly maintain accurate employment or payroll records; (14) failure to timely pay all
27 wages owed during employment; (15) failure to timely pay all wages owed upon termination of
28 employment; (16) violations of the Unfair Competition Law based on the Labor Code claims alleged

1 in the First Amended Complaint; (17) civil penalties under the Private Attorneys General Act
2 (“PAGA”) based on the claims and legal theories alleged in the First Amended Complaint; and
3 (18) any other claims, penalties, or requests for interest alleged in or arising out of the claims alleged
4 in the First Amended Complaint. WHEREAS, Defendants expressly deny the allegations of
5 wrongdoing and violations of law alleged in this Action, and further deny any liability whatsoever to
6 Plaintiff or to the Class Members; and

7 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
8 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
9 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

10 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on
11 June 26, 2023, which provides for the final resolution of all class, PAGA, and individual claims
12 asserted by Plaintiff against Defendants in the Action, on the terms and conditions set forth in the
13 Stipulation, subject to the approval of this Court;

14 NOW, therefore, the Court grants preliminary approval of the Settlement, and

15 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

16 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
17 in this Order shall have the meanings set forth therein.

18 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
19 the Class.

20 3. The Class is defined as follows: “*all persons who worked at least one shift as a non-*
21 *exempt employee in the State of California for Defendant Stremicks Heritage Foods, LLC from September*
22 *26, 2020 through July 23, 2023.*”

23 4. The First Amended Complaint is hereby deemed filed and the operative Complaint
24 in this matter.

25 5. The Class is preliminarily certified for the purpose of settlement only.

26 6. The Court has determined that the intended Class Notice, attached to this Order as
27 **Exhibit 1**, to be given to the Class fully and accurately informs all persons in the Class of all material
28 elements of the proposed Settlement, constitutes the best notice practicable under the

1 circumstances, and constitutes valid, due, and sufficient notice to all Class Members.

2 7. The Court appoints CPT Group, Inc. as the Settlement Administrator.

3 A. The Settlement Administrator shall be responsible for preparing the mailing of the

4 Notice Packet, of confirming the contact information of the Settlement Class,

5 including performing searches to update or correct addresses, for receiving

6 exclusions, challenge, or objections forms, for preparing weekly reports to Counsel

7 of administration, for calculating the amount of payroll taxes to be paid by

8 Defendants, for preparing Class Member tax reporting forms, for calculating the

9 individual payment amounts for each Individual Class Payment and each Individual

10 PAGA payment, for submitting payments to all parties after final approval, and all

11 other duties as set forth in the Settlement Agreement.

12 B. The Settlement Administrator shall file a declaration concurrently with the filing of

13 any motion for final approval, authenticating a copy of every exclusion form and

14 objection form received by the administrator. Further, the Settlement Administrator

15 shall provide notice to any objecting party of any continuance of the hearing on the

16 motion for final approval.

17 8. The Court hereby grants preliminary approval of the Settlement and Stipulation as

18 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to

19 consummate the Settlement in accordance with the terms of the Stipulation.

20 9. The plan of distribution as set forth in the Stipulation providing for the distribution

21 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,

22 reasonable, and adequate.

23 10. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.

24 Siegel, Julian Burns King, and Erum Siddiqui of King & Siegel LLP, 724 S. Spring Street, Suite 201,

25 Los Angeles, California 90014.

26 11. The Court preliminarily approves the payment of attorneys' fees in the amount of

27 \$333,333.33 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be

28 paid from the Maximum Settlement Amount.

1 12. The Court preliminarily approves the payment of incurred reasonable costs in an
2 amount not to exceed \$35,000 to Class Counsel, which shall be paid from the Maximum Settlement
3 Amount as defined in the parties' Stipulation.

4 13. The Court preliminarily approves a payment in the amount of \$75,000.00 to the
5 California Labor & Workforce Development Agency, representing the State of California's portion
6 of civil penalties under PAGA (or 75% of \$100,000), which shall be paid from the Maximum
7 Settlement Amount.

8 14. The Court preliminarily approves the payment of incurred reasonable
9 administration costs to the Settlement Administrator, CPT Group, Inc., in an amount not to exceed
10 \$9,000 (reflecting CPT Group's bid), which shall be paid from the Maximum Settlement Amount.

11 15. The Court preliminarily approves an enhancement award to the Class
12 Representative, Gerardo Duenas, in the amount of \$15,000 which amount shall be paid from the
13 Maximum Settlement Amount.

14 16. The Court preliminarily approves the California Bar's Justice Gap Fund as the cy
15 pres beneficiary under Paragraph 59 of the Settlement.

16 17. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
17 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
18 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
19 wrongdoing in this Action or in any other proceeding.

20 18. In the event that the Settlement does not become effective in accordance with the
21 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
22 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
23 all orders entered and releases delivered in connection herewith shall be null and void to the extent
24 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
25 proceed with litigation of the Action.

26 19. The Court orders the following Implementation Schedule¹ for further proceedings:

27 _____
28 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall
be extended to the next business day, and will be as stated in this Implementation Schedule.

1 19. The Court orders the following Implementation Schedule¹ for further proceedings:

2 a.	Deadline for Defendants to submit Class Member data to the Settlement Administrator	<u>August 29, 2023</u> [15 calendar days from the date of the Court's Order Granting Preliminary Approval].
3 b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u>September 3, 2023</u> [5 calendar days following the Settlement Administrator's receipt of Class data]
4 c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u>October 3, 2023</u> [30 calendar days after the Settlement Administrator mails the Notice]
5 d.	Deadline for Class Members to submit objections to the Settlement	<u>October 3, 2023</u> [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
6 e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	<u>October 4, 2023</u> [30 days prior to the Final Approval Hearing]
7 f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	<u>October 12, 2023</u> [16 Court days prior to the Final Settlement Approval Hearing]
8 g.	Deadline for the Parties' replies to any timely Class Member Objections to the Settlement	<u>October 12, 2023</u> [16 Court days prior to the Final Settlement Approval Hearing]
9 h.	Final Settlement Approval Hearing	<u>November 3, 2023, at 8:30 a.m.</u>
10 i.	Settlement Administrator to Provide an Accounting of Funds	<u>November 13, 2023</u> [10 calendar days following the Effective Date of the Settlement]
11 j.	Deadline for Stremicks to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	<u>November 20, 2023</u> [10 business days following the Effective Date of the Settlement]

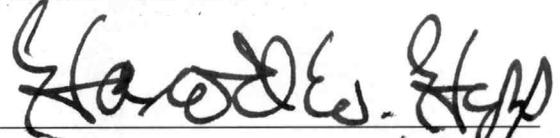
1 If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

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k.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	<u>November 30, 2023</u> [10 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]
l.	Deadline for the Settlement Administrator to file written certification with the Court re: mailing of Individual Settlement Payments	[50 calendar days following the distribution of the Maximum Settlement Amount]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 8/14/23



Judge of the Riverside County Superior Court

Exhibit 1

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

Gerardo Duenas v. Stremicks Heritage Foods, LLC and Jack Noenickx
Superior Court of the State of California, Riverside County
Case No. CVRI2202014

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Stremicks Heritage Foods, LLC's records show you are what is called a "Class Member," and are therefore entitled to a payment from this class action settlement ("Settlement"). **Class Members are all persons who worked at least one shift as a non-exempt employee in the State of California for Stremicks Heritage Foods, LLC from September 26, 2020 to July 23, 2023 ("Class Period").**

On _____, the Honorable Judge Hopp of the Superior Court of California for the County of Riverside granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement. The Court has made no ruling on the merits of Plaintiff's claims or Defendants' defenses and only found there is sufficient evidence to suggest that the proposed settlement may be fair, adequate and reasonable and that a final determination will be made at the final hearing.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a "Participating Class Member." If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>.

IF YOU STILL WORK FOR STREMICKS HERITAGE FOODS, LLC, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER.

YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANTS FOR YOUR PARTICIPATION. California law strictly prohibits retaliation. Defendants are prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www._____.

What Is This Case About?

Questions? Contact the Settlement Administrator toll free at _____

Gerardo Duenas is an employee of Defendant Stremicks Heritage Foods, LLC. He is the “Plaintiff” in this case and is suing Stremicks Heritage Foods, LLC (“Stremicks”) and Jack Noenickx (collectively with Stremicks, the “Defendants”) on behalf of himself and all other Class Members. Plaintiff sued Defendants, alleging: (a) failure to properly pay or calculate all wages owed, including but not limited to overtime, minimum, and sick pay wages; (b) failure to pay all wages owed at the applicable/correct regular rate of pay; (c) failure to pay all wages owed due “off-the-clock” work; (d) improper “rounding” of employees’ time entries and meal/rest breaks; (e) failing to properly pay for time spent donning and doffing of employees’ uniforms; (f) failing to properly pay for time spent waiting in line to clock in and out of work and/or walking to/from time clocks; (g) failing to properly pay for time spent submitting to or engaging in security checks, security screenings, bag checks, security/health procedures, and/or waiting in cars to go through security booth checks; (h) failure to provide proper meal periods or proper premium pay in lieu thereof; (i) failure to provide proper rest periods or proper premium pay in lieu thereof; (j) failure to reimburse business expenses, including but not limited to expenses related to personal cell phone use, masks, tools, uniforms, and footwear; (k) failure to provide compliant and/or timely wage statements; (l) failure to properly pay vested vacation time or timely pay vacation time pursuant to Labor Code section 227.3; (m) failure to properly maintain accurate employment or payroll records; (n) failure to timely pay all wages owed during employment; (o) failure to timely pay all wages owed upon termination of employment; (p) violations of the Unfair Competition Law based on the Labor Code claims released by this Settlement; (q) civil penalties under the Private Attorneys General Act (“PAGA”) based on the claims and legal theories released by this Settlement; and (r) any other claims, penalties or requests for interest alleged in or arising out of the claims alleged in the First Amended Complaint.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. Defendants deny the merits of Plaintiff’s claims, and deny Plaintiff’s claims are appropriate for class treatment. The Court has made no ruling on the merits of Plaintiff’s claims or Defendants’ defenses thereto.

By entering into the Settlement, Defendants do not admit, and in fact, expressly deny, all of Plaintiff’s allegations in this case. Specifically, Defendants assert that the Class Members were properly compensated at all times during the Class Period. Defendants further assert that Stremicks has maintained lawful wage-and-hour policies, practices, and procedures throughout the entirety of the Class Period.

Plaintiff and Defendants entered into settlement discussions in an attempt to resolve the disputed claims in this case. On April 24, 2023, the Parties negotiated a Settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Joint Stipulation”). The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 1 of the

Questions? Contact the Settlement Administrator toll free at _____

Superior Court of California for the County of Riverside, 4050 Main St, Riverside, CA 92501. You may, but are not required to, attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Elliot J. Siegel
Erum Siddiqui
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Class Counsel has investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believes Plaintiff's claims in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$1,000,000.00 ("Maximum Settlement Amount").

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) subject to Court approval, up to a \$15,000 service payment to the Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendants; (3) Settlement Administration Costs not to exceed \$9,000.00; (4) \$75,000 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of \$100,000); and (5) subject to Court approval of an application for fees and costs, an award of up to \$333,333.33 in attorneys' fees and up to \$35,000 in litigation costs and expenses to Class Counsel. After deducting the service payments to Plaintiff, the Settlement Administration Costs, the payment of \$75,000 to settle the PAGA claims with the California Labor and Workforce Development Agency, and attorneys' fees and costs/expenses, a total of approximately \$532,666.67 will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by Stremicks outside of the Maximum Settlement Amount.

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in

Questions? Contact the Settlement Administrator toll free at _____

Defendants' possession, custody or control.¹ Workweeks will be determined based on such data as is electronically available in Stremicks's existing timekeeping and payroll data.

- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- d. Using the Class Data, the Settlement Administrator will divide the total number of Workweeks from May 19, 2021 through July 23, 2023 ("PAGA Release Period"), and will divide that number by two, to arrive at the total number of "PAGA Pay Periods." Using the Class Data, the Settlement Administrator will also calculate the total number of Workweeks for each Settlement Class Member during the PAGA Release Period, and divide each of those numbers by two, to arrive at each individual's PAGA Pay Periods. The Settlement Administrator will divide each Aggrieved Employee's PAGA Pay Periods by the aggregate number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Release Period to determine each Aggrieved Employee's pro rata portion of the portion of the PAGA payment allocated to Aggrieved Employees. A Class Member's pay periods shall be calculated to the nearest hundredth of a full pay period.
- e. According to Stremicks's records, you worked <<Workweeks>> Workweeks during the Class Period. Accordingly, your estimated payment pursuant to the terms of the Settlement is approximately <<estAmount>>.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Duenas v. Stremicks Heritage Foods Settlement Administrator*, c/o _____ no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. The workweek count provided above is assumed to be correct unless you provide documentation to the Settlement Administrator that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked

¹ Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

Questions? Contact the Settlement Administrator toll free at _____

no later than [REDACTED]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Members' Taxes Owed on Settlement Payments

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Individual Settlement Payment will be allocated to resolve the disputed amount of allegedly unpaid wages, 33% will be allocated to allegedly unpaid civil penalties, and 34% will be allocated to interest. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 - Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then **no further action is required** on your part. You will **automatically** receive your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the Released Parties for the Release Period.

The Released Claims include:

All claims and causes of action alleged in the operative complaint or that reasonably could have been alleged based on the factual allegations and legal theories contained in the operative complaint and/or LWDA letter(s). This includes, but is not limited to, all of the following claims for relief: (a) failure to properly pay or calculate all wages owed, including but not limited to overtime, minimum, and sick pay wages; (b) failure to pay all wages owed at the applicable/correct regular rate of pay; (c) failure to pay all wages owed due "off-the-clock" work; (d) improper "rounding" of employees' time entries and meal/rest breaks; (e) failing to properly pay for time spent donning and doffing of employees' uniforms; (f) failing to properly pay for time spent waiting in line to clock in and out of work and/or walking to/from time clocks; (g) failing to properly pay for time spent submitting to or engaging in security checks, security screenings, bag checks, security/health procedures,

Questions? Contact the Settlement Administrator toll free at _____

and/or waiting in cars to go through security booth checks; (h) failure to provide proper meal periods or proper premium pay in lieu thereof; (i) failure to provide proper rest periods or proper premium pay in lieu thereof; (j) failure to reimburse business expenses, including but not limited to expenses related to personal cell phone use, masks, tools, uniforms, and footwear; (k) failure to provide compliant and/or timely wage statements; (l) failure to properly pay vested vacation time or timely pay vacation time pursuant to Labor Code section 227.3; (m) failure to properly maintain accurate employment or payroll records; (n) failure to timely pay all wages owed during employment; (o) failure to timely pay all wages owed upon termination of employment; (p) violations of the Unfair Competition Law based on the Labor Code claims released by this Settlement; (q) civil penalties under the Private Attorneys General Act (“PAGA”) based on the claims and legal theories released by this Settlement; and (r) any other claims, penalties or requests for interest alleged in or arising out of the claims alleged in the First Amended Complaint.

Released Parties means:

Defendants Stremicks Heritage Foods, LLC, Jack Noenickx, and their officers, directors, employees and agents; Dairy Farmers of America, Inc., a milk cooperative which is the owner and sole member of Defendant Stremicks Heritage Foods, LLC; and the farmer-owners of Dairy Farmers of America, Inc.

The Release Period means the period from September 26, 2020 to July 23, 2023.

Option 2 - Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than _____. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *GERARDO DUENAS V. STREMICKS HERITAGE FOODS* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security number (or other Taxpayer Identification Number, if applicable). You must sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Duenas v. Stremicks Heritage Food Settlement Administrator
c/o _____

Questions? Contact the Settlement Administrator toll free at _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the employee portion of the settlement of the PAGA cause of action to which allegedly Aggrieved Employees are entitled; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action; and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 - File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, signature, address, and telephone number, the last four digits of your Social Security number (or other Taxpayer Identification Number, if applicable), the dates you were employed as a non-exempt employee of Stremicks Heritage Foods, LLC in California, and your objections to the Settlement, including the reasons you object and any legal support for each objection, together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator at the address below, and must be postmarked on or before _____.

Duenas v. Stremicks Heritage Food Settlement Administrator
c/o _____

Telephone: _____

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ in Department 1 of the Superior Court of California for the County of Riverside, located at 4050 Main St, Riverside, CA 92501, to discuss your objections with the Court and the Parties. All costs associated with your travel and/or appearance at the Hearing must be paid at your own expense. You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Gerardo Duenas v. Stremicks Heritage Foods, LLC, et al.* Riverside County Case Number No. CVRI2202014.

Questions? Contact the Settlement Administrator toll free at _____

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case. The Settlement Agreement may be found as Exhibit 1 to the Declaration of Elliot J. Siegel in Support of the Motion for Preliminary Approval of Class Action Settlement, filed on June 26, 2023.

These documents may be inspected at the Office of the Clerk of the Superior Court of California for the County of Riverside, during regular business hours of each court day. The Office of the Clerk is located within the Historic Courthouse at 4050 Main Street, Riverside, CA. 92501. These documents may also be accessed online through the Riverside County Court's online Public Access System, which may be found at <https://ecomm1.riverside.courts.ca.gov/>.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www._____.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS. INSTEAD, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL, WHOSE CONTACT INFORMATION IS PROVIDED BELOW:

Duenas v. Stremicks Heritage Food Settlement Administrator:

c/o CPT Group, Inc.
50 Corporate Park Irvine, CA 92606
Telephone: 1-888-XXX-XXXX

Class Counsel:

Elliot J. Siegel
Erum Siddiqui
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Questions? Contact the Settlement Administrator toll free at _____

Individual Share Form

Gerardo Duenas v. Stremicks Heritage Foods, LLC, et al.
Superior Court of the State of California, Riverside County
Case No. CVRI2202014

For all persons who are or previously were employed by Stremicks Heritage Foods, LLC (“Defendant” or “Stremicks”) in the State of California as a non-exempt employee and worked at least one shift from September 26, 2020 to July 23, 2023 (“Class Period”).

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ _____. Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”), is: ____%. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ _____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee of Stremicks in California during the Class Period, as set forth in the accompanying Notice. Stremicks’ records show that during the Class Period, you worked a total of _____ Workweeks.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do **NOT** have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- I wish to challenge the total number of my Workweeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as an hourly, non-exempt employee of Stremicks in California during the Class Period (September 26, 2020 to July 23, 2023). I have also included information and/or documentary evidence to support my challenge. I understand that by submitting this challenge, I authorize the Settlement Administrator to review Stremicks' records and determine the validity of my challenge.

Signature

[preprinted full name of Class Member]

[preprinted address of Class Member]

[preprinted telephone number of Class Member]

[preprinted last 4 digits of Social Security number or other Taxpayer Identification Number, if applicable of Class Member]

[preprinted dates of Class Member's employment with Stremicks in California]

I believe that the correct number of Workweeks I was employed by Stremicks as an hourly, non-exempt employee in California during the Class Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks:

[Attach documentation and use separate page(s) as necessary]

Mail to: [preprinted address of Duenas v. Stremicks Heritage Food Settlement Administrator]

OBJECTION FORM

Gerardo Duenas v. Stremicks Heritage Foods, LLC and Jack Noenickx
Superior Court of the State of California, Riverside County
Case No. CVRI2202014

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, then you may use this form. Only return this form if you wish to object to the Settlement. If you opt-out of the Settlement, you may not also object.

To object to the Settlement, complete this Objection Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline]. You are requested, but not required, to provide supporting documentation for your objection.

Duenas v. Stremicks Heritage Food Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park Irvine, CA 92606
Telephone: 1-888-XXX-XXXX

Objection

I hereby certify that I am or was employed by Stremicks Heritage Foods, LLC as a non-exempt, hourly employees who worked at least one shift of 3.5 hours or more in California during the period from September 26, 2020 to July 23, 2023.

I have received the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”) in the Action captioned above. I have decided to object to the proposed Settlement.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last Four Digits of Class Member’s Social Security Number: _____

Signature of Class Member (or Legal Representative): _____

OPT-OUT FORM

Gerardo Duenas v. Stremicks Heritage Foods, LLC and Jack Noenickx
Superior Court of the State of California, Riverside County
Case No. CVRI2202014

This form is to be used only if you want to EXCLUDE yourself from the Settlement.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Duenas v. Stremicks Heritage Food Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park Irvine, CA 92606
Telephone: 1-888-XXX-XXXX

Request for Exclusion

I hereby certify that I am or was employed by Stremicks Heritage Foods, LLC as a non-exempt, hourly employees who worked at least one shift of 3.5 hours or more in California during the period from September 26, 2020 to July 23, 2023.

I have received the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”) in the Action captioned above, and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last Four Digits of Class Member’s Social Security Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Marisol Contreras, hereby state that I am over the age of 18 and not a party to this action. I am employed in and a resident of the county where service occurred, and my business address is 724 S. Spring Street, Suite 201, Los Angeles, California 90014.

On August 14, 2023, I caused to be served the following documents described below using the method(s) of service indicated herein:

1. Revised Proposed Order

These documents have been served on the interested parties in this action addressed as stated below:

Evan R. Moses
Evan.moses@ogletree.com
Catherine L. Brackett
Catherine.brackett@ogletree.com
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

Attorneys for Defendants STREMICKS HERITAGE FOOD
AND JACK NOENICKX

[X] BY ELECTRONIC MAIL: Per the Parties' Agreement for electronic service under C.C.P. § 1010.6, I caused the documents described above to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 14, 2023, at Los Angeles, California.

Marisol Contreras
Marisol Contreras

King & Siegel LLP

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