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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

APR 27 2022

BY   
JESSICA MORALES, DEPUTY

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

Stephen Noer, an individual,

Plaintiff,  
vs.

Five Star Food Containers, Inc., a California  
corporation; Larry Luc, an individual; and Does  
1-10, inclusive,  
Defendants.

CASE NO. CIVSB2116131

[Assigned for all purposes to Honorable David  
Cohn, Department S26]

CLASS ACTION

~~PROPOSED~~ ORDER PRELIMINARILY  
APPROVING CLASS ACTION  
SETTLEMENT PURSUANT TO THE  
TERMS OF JOINT STIPULATION RE:  
CLASS ACTION SETTLEMENT

Date: April 26, 2022 [Reserved]  
Time: 10:00 a.m.  
Dept.: S-26

1 This matter came on for hearing on April 26, 2022, for the Motion for Preliminary Approval  
2 of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement  
3 and Release of Class Action (the "Settlement" or "Stipulation"). Having considered the  
4 Settlement, all papers and proceedings held herein, and having reviewed the entire record in this  
5 action, Case No. CIVSB2116131, entitled *Stephen Noer v. Five Star Food Containers, Inc., et al.* (the  
6 "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Stephen Noer ("Plaintiff") has alleged claims against Defendants  
8 Five Star Food Containers, Inc. and Larry Luc ("Defendants") on behalf of himself and on behalf  
9 of others similarly situated, comprising: "all non-exempt, hourly employees employed by  
10 Defendants who worked at least one shift in California from June 1, 2017 to April 26, 2022 ("Class  
11 Members"); and

12 WHEREAS, Plaintiff asserts claims in the Action on a class and representative basis against  
13 Defendants for: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods, or  
14 premium pay in lieu thereof; (3) failure to timely pay wages during employment; (4) failure to timely  
15 pay wages after employment; (5) failure to provide and maintain accurate records; (6) civil penalties  
16 under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*  
17 ("PAGA"); and (7) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the  
18 "Action").

19 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law  
20 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;  
21 and

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

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation  
26 re: Class Action Settlement on or about February 28, 2022, which provides for final resolution of  
27 the claims asserted in the Action against Defendants on the terms and conditions set forth in the  
28 Stipulation, subject to the approval of this Court;

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

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

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

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

7 3. The Class is defined as follows: "all non-exempt, hourly employees employed by  
8 Defendants who worked at least one shift in California from June 1, 2017 to April 26, 2022."

9 4. The Class is <sup>Provisionally</sup> preliminary certified for settlement purposes.

10 5. The Court has determined that the intended notice to be given to the Class fully and  
11 accurately informs all persons in the Class of all material elements of the proposed Settlement,  
12 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and  
13 sufficient notice to all Class Members.

14 6. The Court hereby grants preliminary approval of the Settlement and Stipulation as  
15 fair, reasonable, and adequate in all respects to the Class Members and orders the parties to  
16 consummate the Settlement in accordance with the terms of the Stipulation.

17 7. The plan of distribution as set forth in the Stipulation providing for the distribution  
18 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,  
19 reasonable, and adequate.

20 8. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.  
21 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,  
22 California 90014.

23 9. The Court preliminarily approves the payment of attorneys' fees in the amount of  
24 \$166,666.67 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be  
25 paid from the Maximum Settlement Amount.

26 10. The Court preliminarily approves the payment of incurred reasonable costs in an  
27 amount not to exceed \$15,000.00 to Class Counsel, which shall be paid from the Maximum  
28 Settlement Amount.

1 11. The Court preliminarily approves a payment in the amount of \$37,500.00 to the  
2 California Labor & Workforce Development Agency, representing the State of California's portion  
3 of civil penalties under PAGA (or 75% of \$50,000), which shall be paid from the Maximum  
4 Settlement Amount.

5 12. The Court preliminarily approves the payment of incurred reasonable claims  
6 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which  
7 shall be paid from the Maximum Settlement Amount.

8 13. The Court preliminarily approves an enhancement award to Plaintiff and Class  
9 Representative Stephen Noer the amount of \$5,000.00 which amount shall be paid from the Total  
10 Class Action Settlement Amount. The Court preliminarily approves Plaintiffs Individual Claims  
11 Payment as set forth in the Stipulation.

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

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

22 16. The Court orders the following Implementation Schedule<sup>1</sup> for further proceedings:

23 a.	Deadline for Defendants to submit Class Member data to Settlement Administrator	<u>May 6, 2022</u> [10 calendar days following the <i>Preliminary Approval Date</i> ]
24		
25 b.	Deadline for Settlement Administrator to mail Notice to Class Members	<u>May 16, 2022</u> [10 calendar days following the <i>Settlement Administrator's receipt of Class data</i> ]
26		

27  
28 <sup>1</sup> 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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their Individual Settlement Payments	
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**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

DATED: 4/27/22

  
\_\_\_\_\_  
Hon. David Cohn  
San Bernardino County Superior Court Judge

# **Exhibit A**

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

*Stephen Noer v. Five Star Food Containers, Inc., et al.*  
Superior Court of the State of California, San Bernardino County  
Case No. CIVSB2116131

*You are **not** being sued. This is **not** an ad. This notice affects your rights. Please read it carefully.*

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ  
THIS NOTICE CAREFULLY.**

You have received this Notice of Class Action Settlement because Five Star Food Containers, Inc. and Larry Luc (collectively, “Defendants”) records show you are what is called a “Class Member,” and therefore entitled to a payment from this class action settlement (“Settlement”). **Class Members are all individuals who are or previously were employed by Defendant as hourly, non-exempt employees who worked at least one shift in the State of California from June 1, 2017 to [date of preliminary approval or May 2, 2022, whichever is earlier] (“Class Period”).**

On [date of preliminary approval], Honorable David Cohn of the Superior Court of California for the County of San Bernardino granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, you choose to “opt out”) by following the procedures described below, **you will be considered a Participating Class Member, and 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 \$\_\_\_\_\_.** The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at \_\_\_\_\_ .m. on \_\_\_\_\_, in Department S26 of the Superior Court of California for the County of San Bernardino, located at 247 W. Third Street, San Bernardino, CA 92415. You are not required to attend the Hearing, but you are welcome to do so.

**IF YOU STILL WORK FOR DEFENDANT, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT, OR DISRUPT YOUR WORK IN ANY MANNER.**

**YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.** California law strictly prohibits retaliation. Further, Defendant is 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 or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www.](http://www.)

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***



XXXXXXX.

### **What Is This Case About?**

Stephen Noer was an employee of Defendant Five Star Food Containers, Inc. He is the “Plaintiff” in this case and is suing on behalf of himself and all Class Members. Plaintiff sued Defendants claiming that he and Class Members were not paid overtime wages; all wages were not timely paid during employment; compliant meal periods were not provided; all wages were not timely paid upon separation of employment; pay stubs did not contain all required information required by law; that Defendant engaged in unfair competition; and sought associated penalties under the California Labor Code and California Private Attorneys General Act (“PAGA”) and the Unfair Competition Law.

Defendants deny they engaged in any alleged unlawful conduct. Defendants assert that employees were properly compensated. Defendants further assert that Defendant Five Star Food Containers, Inc. has and had during the Class Period lawful wage and hour policies, practices, and procedures. The Court has made no ruling on the merits of Plaintiff’s claims.

Plaintiff entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. On January 31, 2022, 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.

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

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

Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believe 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.

Defendants have denied, and continue to deny, Plaintiff’s factual and legal allegations. By agreeing to settle, Defendants are not admitting liability on any of the factual or legal allegations or claims in this case or that this case can or should proceed as a class action.

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

### **Summary of the Settlement Terms**

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members in exchange for the Maximum Settlement Amount of \$500,000.00.

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) subject to Court approval, up to a \$5,000 service payment to Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendant; (3) Settlement Administration Costs not to exceed \$15,000.00; (4) a \$50,000 allocation for settlement of the PAGA claims; and (5) subject to Court approval of an application for fees and costs, an award of up to \$166,666.67 in attorneys' fees and up to \$15,000 in litigation costs and expenses to Class Counsel. After deducting the service payment to Plaintiff, the Claims Administration Costs, the payment to settle the PAGA claims, and attorneys' fees and costs/expenses, a total of approximately \$\_\_\_\_\_ will be available to Class Members who do not opt out of the Settlement ("Net 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 Claims Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control. Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Claims Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator in consultation with Class Counsel and counsel for Defendant. The Claims Administrator's decision on all Workweek disputes will be final and non-appealable.
- b. The Claims Administrator will calculate the total number of Workweeks for each individual Class Member ("Individual Workweeks"). Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number.
- c. 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

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

each Settlement Class Member. 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. According to Defendants' records, you worked \_\_\_\_\_ Workweeks during the Class Period and you [are/are not] a former employee. Accordingly, your estimated payment is approximately \$\_\_\_\_\_.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and wish to dispute it, please submit the Challenge Form attached to your attached Share Form to the Claims Administrator at \_\_\_\_\_ no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. If you dispute the information stated above, the information provided to the Claims Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [45 days from mailing]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

#### **Class Member Tax Matters**

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 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 alleged unpaid wages, and the remaining 67% will be allocated as alleged unpaid civil penalties, interest, and reimbursement. Again, please consult 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 Claims 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

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

waived the following claims (“Released Claims”) against the Released Parties for the Release Period

The Released Claims means:

All claims arising out of the claims and allegations made in the Action or that reasonably could have been alleged based on the factual allegations contained in the Action, including all of the following claims for relief: (1) failure to pay overtime wages; (2) failure to provide meal periods or premium payments in lieu thereof; (3) failure to timely pay wages during employment; (4) failure to timely pay wages after employment; (5) failure to provide and maintain accurate records; (6) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (7) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “Action”).

Released Parties means:

(i) Defendants; and (ii) each of Defendants’ respective past, present, and future parents, subsidiaries, principals, and any other person, corporation, association or partnership responsible or potentially responsible for the claims made in the Action, and the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, heirs, and assigns of any of the foregoing.

The Release Period means:

The period from June 1, 2017 to [date of preliminary approval or May 2, 2022, whichever is earlier].

### **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 Claims Administrator postmarked no later than [Response Deadline]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *STEPHEN NOER V. FIVE STAR FOOD CONTAINERS, INC., ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Claims Administrator  
c/o [Name]  
[Address]

Telephone: 1-888-XXX-XXXX

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

**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.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will not receive any payment from the Settlement, (2) will not be deemed to have released any claims due to this Settlement, and (3) will be barred from filing an objection to the Settlement.

### **Option 3 - File an Objection to the Settlement**

If you wish to object to the Settlement, you should mail a written objection to the Claims Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Defendant in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Claims Administrator on or before [Response Deadline].

You may also appear at the Final Fairness and Approval Hearing set for \_\_\_\_\_ at \_\_\_\_\_ .m. in Department S26 of the Superior Court of California for the County of San Bernardino located at 247 W. Third Street, San Bernardino, CA 92415, and discuss your objections with the Court and the Parties at your own expense. 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 *Stephen Noer v. Five Star Food Containers, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2116131.

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 receive your Individual Settlement Payment and will be bound by the terms of the

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

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, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of San Bernardino, during regular business hours of each court day.

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

You can view the final approval order and final judgment and payment schedule at [www.xxxxxxx](http://www.xxxxxxx).

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.**

42089023.1

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\***

**Share Form**

*Stephen Noer v. Five Star Food Containers, Inc., et al.*  
*Superior Court of the State of California, San Bernardino County*  
*Case No. CIVSB2116131*

For all individuals who are or previously were employed by Five Star Food Containers, Inc. (“Defendant”) in the State of California as hourly, non-exempt employees who worked at least one shift in California from June 1, 2017 to [date of preliminary approval or May 2, 2022, whichever is earlier].

**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) 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 based on your Weeks Worked as a non-exempt employee in California during the Class Period, as a percentage of all of the Class Members’ Weeks Worked in California during the Class Period as adjusted per the allocation method set forth in the Settlement and the accompanying notice. “Weeks Worked” means the number of weeks actually worked for each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number during the Class Period according to Defendant’s payroll records. Defendant’s payroll records show that during the Class Period (June 1, 2017 to [date of preliminary approval or May 2, 2022, whichever is earlier]) you had a total number of Weeks Worked of \_\_\_\_\_.

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

**If you believe the total number of your Weeks Worked 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 WEEKS WORKED 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 Weeks Worked 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 Work Weeks 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 Work Weeks. 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 in California during the Class Period (June 1, 2017 to [date of preliminary approval or May 2, 2022, whichever is earlier]). I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

\_\_\_\_\_  
Signature

Name of Class Member \_\_\_\_\_ [preprinted]

Class Member ID Number (from address label): \_\_\_\_\_ [preprinted]



I believe that the correct number of Work Weeks I was employed as an hourly, non-exempt employee in California during the Class Period (June 1, 2017 to [date of preliminary approval or May 2, 2022, whichever is earlier]) is: \_\_\_\_\_

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

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

Mail to: insert address
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**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 March 21, 2022, I caused to be served the following documents described below using the method(s) of service indicated herein:

**1. [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

These documents have been served on the interested parties in this action as follows:

Jennifer C. Fu  
jfu@amity-law.com  
Cindy T. Nguyen  
cnguyen@amity-law.com  
Patrick Lam  
plam@amity-law.com  
AMITY LAW GROUP, LLP  
3733 Rosemead Blvd., Suite 201  
Rosemead, CA 91770

Attorneys for Defendants FIVE STAR FOOD CONTAINERS, INC., and LARRY LUC

**[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 address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury pursuant the laws of State of California that the foregoing is true and correct.

Executed on March 21, 2022 in Los Angeles, California.

*Marisol Contreras*  
\_\_\_\_\_  
Marisol Contreras