

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

### TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Miller Milling Company, LLC records show you are what is called a “Class Member,” and therefore entitled to a payment from this class action settlement (“Settlement”) in the action styled as *Robert Quintero v. Miller Milling Company.*, C.D. Cal. Case No. CV-19-07459-DMG-JCx, originally filed in Los Angeles Superior Court on July 26, 2019, Case No. 19STCV26093, and removed to the United States District Court, Central District Of California, Western Division on August 28, 2019 (hereinafter, the “Action.”).

Class Members are all individuals who are or previously were employed by Miller Milling Company, LLC as non-exempt employees in California in either the mill, maintenance, or sanitation departments at any time during the period from July 26, 2015 to February 28, 2020 (“Class Period”). The Settlement provides for Individual Settlement Payments based on the weeks you actually performed work for Miller Milling Company, LLC (“MMC” or “Defendant”) in California as a non-exempt employee.

<b>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>IF YOU DO NOTHING</b>	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the Class Period. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
<b>IF YOU EXCLUDE YOURSELF</b>	The only way for you to be part of any other lawsuit against Defendant involving the same or similar legal claims as the ones in the Action for the Class Period is to submit a valid Request for Exclusion to the Settlement Administrator postmarked no later than <b>July 8, 2020</b> . If you submit a Request for Exclusion, you will <u>not</u> receive an Individual Settlement Payment.
<b>IF YOU OBJECT</b>	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than <b>July 8, 2020</b> . This option is available only if you do <u>not</u> exclude yourself.

**These rights and options, and how to exercise them, are explained in more detail in this notice.**

**Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.**

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

On May 15, 2020, the United States District Court, Central District of California, Western Division (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all individuals who are or previously were employed by Miller Milling Company, LLC as non-exempt employees for Defendant in California in either the mill, maintenance, or sanitation departments at any time during the period from July 26, 2015 to February 28, 2020 (“Class Members”). According to Defendant’s records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

### **2. What is the Action about?**

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt “utility” employee of MMC. Plaintiff claims that MMC failed to pay minimum wages, failed to pay overtime wages, failed to provide adequate meal and rest periods, failed to pay meal and rest period premiums, failed to provide complete and accurate wage statements, failed to pay wages when due, and failed to maintain accurate payroll records. As a result, Plaintiff alleges that he and the Class Members are entitled to recover unpaid wages, meal and rest period premiums, interest, and statutory and civil penalties.

Defendant denies Plaintiff’s claims and contends that it complied with all applicable laws. Specifically, Defendant contends that it correctly compensated Plaintiff, Class Members, and aggrieved employees; provided Plaintiff and Class Members with proper meal and rest periods; provided Plaintiff and Class Members with compliant wage statements; and maintained all required records for Plaintiff and Class Members.

Defendant has entered into the Settlement solely for purposes of resolving this dispute. Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

### **3. Why is this lawsuit a class action?**

In a class action, one or more people called “Plaintiff(s)” (in this case, Robert Quintero) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues alleged in this Action for all Class Members, except for those who exclude themselves from the class. On May 15, 2020, the Honorable Judge Dolly M. Gee issued an order conditionally certifying the Settlement Class for purposes of settlement only.

#### 4. Who is in the Settlement Class?

The terms “Class Members” or “Class” mean all non-exempt employees who were employed by MMC in California and performed work in either the mill, maintenance, or sanitation departments at any time from July 26, 2015 to February 28, 2020.

#### 5. Why is there a settlement?

After conducting a substantial investigation, including review of Defendant’s policies, payroll records and personnel files, both sides agreed to the Settlement to avoid the cost, risk, and delay of further litigation with the assistance of a mediator.

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 believes 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.

Defendant has strongly denied, and continues to deny, Plaintiff’s factual and legal allegations. By agreeing to settle, Defendant is 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.

### **THE SETTLEMENT BENEFITS—WHAT YOU GET**

#### 6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a “Gross Settlement Amount” of \$500,000. Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed \$165,000, or 33% of the Gross Settlement Amount), attorneys’ recoverable litigation costs (not to exceed \$20,000), Class Representative Service Award to Plaintiff for his services (not to exceed \$7,500), a payment of \$15,000 to the State of California Labor and Workforce Development Agency for alleged penalties, and the fees and expenses of the Settlement Administrator (estimated not to exceed \$10,000), which will result in a net amount payable by Defendant for distribution to Class Members who do not opt out (the “Net Settlement Amount”).

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 a Participating Class Member and will receive a share of the Settlement Payment (the “Individual Settlement Payment”). If you do nothing, you will receive an Individual Settlement Payment. Each Participating Class Member’s Individual Settlement Payment will be calculated as follows:

Each Class Member shall receive a proportionate settlement share based upon the total number of workweeks he/she worked during the Class Period.

**Individual Settlement Payment = (Class Member Individual Workweeks ÷ Class Workweeks) x Net Settlement Amount**

Participating Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that Participating Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that one-third (1/3) of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, and two-thirds (2/3) shall be reported as penalties, reimbursement, and interest, for which an IRS Form 1099 shall be issued.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Once the Court grants Final Approval of this Settlement, Plaintiff's Class Representative Service Awards, the payment to Class Counsel for their awarded attorneys' fees, costs and expenses, and the Individual Settlement Payments to Participating Class Members will be made within 15 calendar days following the date that the Settlement becomes final (i.e., the "Effective Date").

**Your Workweeks and Estimated Individual Settlement Payment:**

According to Defendant's records, you are estimated to have worked «Workweeks» Workweeks during the Class Period.

Based on your number of Workweeks, your estimated Individual Settlement Payment is «EstAmount». Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

**Procedure for Disputing Information**

If you wish to dispute the number of estimated workweeks attributed to you as listed above, you must mail a letter to the Settlement Administrator stating the reasons why you dispute your number of estimated workweeks and provide any supporting documentation that you have (e.g., paystubs). Your letter should also include the estimated number of weeks that you claim to have performed work for Defendant as a non-exempt employee in California during the Class Period.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than July 8, 2020.

Quintero v. Miller Milling Company  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Fax: 1-949-419-3446

Defendant's records regarding the number of estimated workweeks will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of estimated workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

**DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

### **HOW TO GET A SETTLEMENT PAYMENT**

#### **7. What do I need to do to receive a payment?**

If you take no action, you will automatically receive an Individual Settlement Payment in the estimated amount of «EstAmount». You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

#### **8. When will I get my check?**

The amounts for the Individual Settlement Payments to Participating Class Members will be tendered to the Settlement Administrator within 10 days following the Effective Date. Then, five days after the Effective Date, the Settlement Administrator will issue checks for the Individual Settlement Payments to Participating Class Members.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided, and your share shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., until such time that you claim the property.

#### **9. What am I giving up in exchange for the settlement benefits?**

In exchange for the payment provided, Plaintiff and each Class Member who does not submit a valid Request for Exclusion will release Defendant, and any of its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims or causes of action, including for damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, which were alleged in the Action or which could have been alleged based on the facts alleged in the Action, including but not limited to the following:

- a. All claims for failure to provide meal period premiums or failure to provide meal periods under the Labor Code or the applicable wage order(s) that accrued during the Claims Period;

- b. All claims for failure to pay rest period premiums or failure to authorize and permit rest periods under the Labor Code or the applicable wage order(s) that accrued during the Claims Period;
- c. All claims for unpaid wages, failure to pay minimum wage, failure to pay overtime, and any other claim for failure to pay wages under the Labor Code or the applicable wage order(s), any claim for failure to pay wages at the agreed upon rate under Labor Code 221 to 223 during the Claims Period.
- d. All claims for failure to timely pay wages and/or waiting time penalties pursuant to Labor Code §201 to 204 that accrued during the Claims Period;
- e. All claims for failure to maintain records under the Labor Code or the applicable wage order(s), including under Labor Code 1174, which accrued during the Claims Period;
- f. All claims for failure to issue adequate wage statements, whether for any penalty or wage, pursuant to Labor Code §226 that accrued during the Claims Period;
- g. All claims for penalties under the California Private Attorneys' General Act based on the aforementioned alleged Labor Code violations;
- h. All claims for unfair business practices under Business and Professions Code §17200 based on the aforementioned alleged Labor Code violations; and
- i. Any other claims arising, or which could have arisen, from the operative facts alleged in Plaintiff's Complaint filed on July 26, 2019.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**10. How do I ask the Court to exclude me from the Settlement Class?**

If you do not wish to participate in the Settlement (i.e., “opt out”), you must complete and send a timely “Request for Exclusion” form, which is included with this Notice. The Request for Exclusion must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked or facsimiled no later than July 8, 2020 to:

**Quintero v. Miller Milling Company  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Fax: 1-949-419-3446**

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion on or before July 8, 2020 shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

**11. If I exclude myself, can I get anything from the settlement?**

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get a settlement payment and you will not be bound by the Settlement.

**12. If I don't exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims listed above arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JULIAN BURNS KING (SBN 298617)  
**KING & SIEGEL LLP**  
 724 S. Spring Street, Ste. 201  
 Los Angeles, CA 90014  
[julian@kingsiegel.com](mailto:julian@kingsiegel.com)  
 tel: (213) 465-4802

ELLIOT J. SIEGEL (SBN 286798)  
**KING & SIEGEL LLP**  
 724 S. Spring Street, Ste. 201  
 Los Angeles, CA 90014  
[elliott@kingsiegel.com](mailto:elliott@kingsiegel.com)  
 tel: (213) 465-4802

**14. How will the costs of the lawsuit and the settlement be paid?**

Subject to court approval, Defendant agrees to pay, as part of the Gross Settlement Amount, up to \$165,000 (or 33% of the Gross Settlement Amount), in attorneys' fees plus actual litigation costs and expenses (not to exceed \$20,000) to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount and will be available for distribution to Participating Class Members.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Gross Settlement Amount, up to \$7,500 to the Plaintiff as a Class Representative Service Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay \$15,000 to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Gross Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed \$10,000.

## OBJECTING TO THE SETTLEMENT

### 15. How do I object to the Settlement?

Any Class Member who does not submit a Request for Exclusion may object to the proposed Settlement, or any portion thereof, by completing a written objection (“Objection”). The Objection must be signed and mailed by regular U.S. Mail postmarked or facsimiled to the Settlement Administrator no later than **July 8, 2020** at the following address:

**Quintero v. Miller Milling Company  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Fax: 1-949-419-3446**

To be valid, your Objection must:

- a. Contain your name, address, telephone number, and the last four digits of your Social Security Number;
- b. State that you wish to be included in the Settlement and do not wish to opt out of the Settlement;
- c. State the basis for your objection;
- d. Have your signature.

### 16. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

## THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don’t have to.

### 17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **July 31, 2020 at 10:00 a.m.** at the following location: **United States Courthouse, 350 West 1<sup>st</sup> Street, Los Angeles, CA 90012, Courtroom 8C, 8th Floor.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.



**18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the judge may have. But you may attend if you choose. If you send an Objection, you don't have to come to Court to talk about it. As long as you mailed your Objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any Objection.

**19. May I speak at the hearing?**

If a Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court they may do so regardless of whether or not they submitted a written objection.

**IF YOU DO NOTHING****20. What happens if I do nothing at all?**

If you do nothing, you will automatically receive an Individual Settlement Payment as described above and you will be bound by the release described in this Notice.

**GETTING MORE INFORMATION****21. How do I get more information?**

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information. You may reach Class Counsel at the following information:

**KING & SIEGEL LLP**  
724 S. Spring Street, Ste. 201  
Los Angeles, CA 90014  
tel: (213) 465-4802  
email: info@kingsiegel.com

You may also view documents filed in this case, including the complete Settlement Agreement, Class Counsel's Motions for Attorneys' Fees and for Final Approval of the Class Action Settlement, and the Court's Order Preliminarily Approving the Class Settlement, on the Settlement Administrator's website at [www.cptgroup.com/MillerMillingCompany](http://www.cptgroup.com/MillerMillingCompany).

The Settlement provides that you may also review documents in person at the following address. Please note that due to the COVID-19 crisis, CPT's offices are not currently accepting visitors. However, the situation is changing rapidly and this policy may be updated. If you would like to view the documents in person, please call 1-888-664-1039 to confirm the status of in-person visits in light of any recent updates.

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