

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND  
RELEASE**

*Mohammed Rahman, et al. v. Gate Gourmet, Inc., et al.*  
United States District Court, Northern District  
Case No. 3:20-cv-03047-WHO

**You could get a payment from a class action settlement if you worked for Gate Gourmet, Inc., in California as a non-exempt employee at any time during the period from May 4, 2016 through October 3, 2022.**

This Notice is only a *summary* of the proposed Class Action Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.GateGourmetSettlement.com](http://www.GateGourmetSettlement.com), by contacting the claims administrator at 1 (888) 288-9994, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Division, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

*The United States District Court authorized this Notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or do not act.*

- Plaintiffs Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore have sued Gate Gourmet, Inc. and gategroup U.S. Holding, Inc. (hereinafter referred to collectively as "Gate Gourmet"), claiming that Gate Gourmet violated California law by purportedly failing to pay all hours worked, failing to pay minimum wages, failing to pay overtime wages, failing to authorize and permit and/or make available meal periods, failing to authorize and permit and/or make available rest periods, failing to timely pay earned wages during employment, failing to provide accurate itemized wage statements, failing to timely pay wages upon separation, failing to pay all wages due on regularly scheduled paydays, and violating the California Business and Professions Code.
- Gate Gourmet has denied these claims and the Court has not decided the merits of these claims.
- To avoid litigation expenses, Gate Gourmet has agreed to settle these claims and this Notice is a summary of your rights and options under this Settlement—**including the deadlines to exercise them.**

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

You are receiving this Class Notice because Gate Gourmet's records identify you as a non-exempt employee of Gate Gourmet in the state of California during the period of May 4, 2016 through October 3, 2022. As such, you are a potential Class Member in this lawsuit. The purpose of this Notice is to describe the litigation to you, inform you about the Settlement, and inform you of your rights and options in connection with the Settlement.

Class Members include all individuals who, according to Gate Gourmet's records, worked for Gate Gourmet as non-exempt in California at any time during the period of May 4, 2016, through October 3, 2022.

The Court in charge of the case is the United States District Court, Northern District, and the case is known as *Mohammed Rahman, et al. v. Gate Gourmet, Inc., et al.*, Case No. 3:20-cv-03047-WHO. The judge currently presiding over the lawsuit is the Honorable William H. Orrick, in Courtroom 2.

## 2. What is a class action and who is involved?

In class and representative actions, one or more people called “Class Representatives” (who – in this case – are Mohammed Rahman, Alicia Noemi Bautista Diaz, and Pascal Moore) sue on behalf of themselves and other individuals who have similar claims. The Class Representatives and these other individuals together are a “Class” or “Class Members.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. The Court has preliminarily decided that this lawsuit can be resolved on a class-wide basis because it meets the requirements of federal law governing the resolution of claims through a class action.

## 3. What is this lawsuit about?

Plaintiffs Mohammed Rahman’s, Alicia Noemi Bautista Diaz’s and Pascal Moore’s Consolidated Action alleges that Gate Gourmet violated the rights of non-exempt employees under California law. Specifically, Plaintiffs claim that non-exempt employees in California employed by Gate Gourmet during the relevant time period were subjected to off-the-clock preliminary and postliminary activities, resulting in a: (1) failure to pay for all hours worked; (2) failure to pay overtime wages; (3) failure to authorize and permit and/or make available meal periods; (4) failure to authorize and permit and/or make available rest periods; (5) failure to timely pay earned wages; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay all wages upon separation; (8) violation of the California Business and Professions Code; ; and based on the allegations in this Consolidated Action, Plaintiffs further seek (9) the recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”) and (10) injunctive relief.

Class Counsel is experienced in class action litigation and has a duty to represent the interests of all Class Members. Based on analyzing the law concerning the claims, analyzing records, making factual investigations, considering risks involved in further litigation, ensuring that the Class receives payment without having to wait for years of protracted litigation with no certainty of success, and using a professional third-party mediator to assist in reaching a fair settlement of this lawsuit, Class Counsel believes the Settlement is fair, adequate, and reasonable.

You are receiving Class Notice of this Settlement because the Court has reviewed the Settlement and has preliminarily determined the Settlement is fair and reasonable and can go forward.

Both sides agree that the Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Gate Gourmet, through their respective attorneys and aided by a well-respected mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not decided whether Plaintiffs’ claims have any merit. There was no trial. Instead of going to trial, both sides agreed to this settlement.

## 4. What does the Settlement provide?

- Gate Gourmet will pay \$3,850,000.00 (“Total Settlement Amount”) to end this lawsuit.
- Class Members will receive a portion of the Net Settlement Amount in the manner described under Question 5. The Net Settlement Amount is the Total Settlement Amount minus the following deductions: (1) up to \$7,500.00 to each of the Class Representatives as approved by the Court; (2) up to \$1,283,200.00 as attorneys’ fees to Class Counsel as approved by the Court; (3) up to \$56,000.00 as costs to Class Counsel as approved by the Court; (4) approximately \$40,000.00 as Administrative Expenses as approved by the Court; and (5) \$288,750.00 to the California Labor & Workforce Development Agency.

## 5. How much will my payment be?

A Class Member's Settlement Payment will be his or her share of the Net Settlement Amount. The Net Settlement Amount is comprised of two parts: (1) the Net PAGA Settlement Amount (*i.e.*, \$96,250.00 earmarked for the release of Representative Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the California Labor and Workforce Development Agency), and (2) the Net Class Settlement Amount (*i.e.*, the entire Net Settlement Amount less the Net PAGA Settlement Amount which is approximately \$2,159,550.00).

A Class Member's pro-rata share of the Net Class Settlement Amount will be calculated by dividing the number of workweeks that he or she worked for Gate Gourmet as a non-exempt employee in California between May 4, 2016 and October 3, 2022, by the total number of workweeks that all Class Members (who do not opt-out or exclude themselves from the Settlement) worked for Gate Gourmet as non-exempt employees between May 4, 2016 and October 3, 2022.

Settlement Class Members who worked for Gate Gourmet between May 5, 2019 and October 3, 2022 in the State of California shall also receive a pro rata share of the Net PAGA Amount (*i.e.*, \$96,250.00).

All Settlement Payment determinations will be based on Gate Gourmet's timekeeping, payroll, and/or human resources records for Class Members. The Postcard Notice of Settlement you received identifies the number of workweeks you worked in the Class Period according to records maintained by Gate Gourmet.

If you dispute the number of workweeks as shown on the Postcard Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Gate Gourmet from May 4, 2016 to October 3, 2022. Corrections to the number of workweeks must be supported by documentation or other evidence to constitute a valid dispute of workweeks. The Settlement Administrator shall provide a recommendation to counsel for the Parties and counsel will meet and confer to resolve the dispute. Corrections and supporting evidence must be mailed, faxed, or emailed to the Settlement Administrator at the information below:

Rahman v. Gate Gourmet  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164  
Fax: 1 (888) 326-6411  
Phone: 1 (888) 288-9994  
Email: [GateGourmetSettlement@atticusadmin.com](mailto:GateGourmetSettlement@atticusadmin.com)

The deadline to submit corrections and supporting evidence is January 17, 2023.

When calculating the individual Settlement Payments for purposes of the Notices of Settlement, the Settlement Administrator will assume that no Settlement Class Members opt-out. When calculating the individual Settlement Payments to Settlement Class Members following Final Approval (for purposes of preparing individual Settlement Payment checks), the Settlement Administrator will not include Settlement Class Members who validly request exclusion from the Settlement.

For tax purposes, the individual Settlement Payments will be allocated as follows: one-third (1/3) of all non-PAGA settlement payments to Settlement Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state and federal taxes; two-thirds (2/3) of all non-PAGA payments to Settlement Class Members shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees. One-hundred percent (100%) of payments of the PAGA Settlement Amount shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to reimbursement, penalties, and interest shall be reported on an IRS Form 1099. You should consult with your

tax advisors concerning the tax consequences of the payments you receive under the Settlement. Neither Class Counsel nor Gate Gourmet’s counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid, nor shall it be relied upon as such.

**6. Will being part of this Settlement affect my job with Gate Gourmet?**

Gate Gourmet represents that, as required by law, it will not retaliate against any employee as a result of his or her participation in the Settlement or decision not to participate in the Settlement.

**7. How do I receive payment from the Settlement Amount?**

To receive a digital payment by direct deposit, E-Mastercard, PayPal, or Venmo, go to [www.GateGourmetSettlement.com](http://www.GateGourmetSettlement.com), and select Payment Options by December 16, 2022.

If you do not choose a digital payment option, a settlement check will be mailed to your address on file.

**8. What claims am I releasing as part of this lawsuit?**

If you do not exclude yourself from the Settlement, you will be bound by the release of claims in this Settlement. This release includes the wage and hour claims that were pleaded in the Consolidated Action (or that could have been pleaded based on the facts alleged in the Consolidated Action), which arise out of the Class Members’ work performed for Gate Gourmet as non-exempt employees in the state of California between May 4, 2016 and October 3, 2022.

More specifically, if the Court grants final approval of the Settlement, all Settlement Class Member who do not timely request exclusion from the Settlement will be barred from bringing certain claims described below. Settlement Class Members fully release and discharge Gate Gourmet from any and all claims that were asserted in the Consolidated Action or could have been asserted based on the same factual predicates contained in the Consolidated Action from May 4, 2016 through the Final Approval Date, including but not limited to claims for violations of California and/or federal law pertaining to (1) failure to pay wages for all hours worked, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay earned wages, (6) failure to furnish accurate wage statements, (7) waiting time penalties, (8) unfair business practices, and (9) PAGA civil penalties to the extent based on the six immediately preceding and identified issues in Subsections (1)-(8). This release includes but is not limited to claims for violations of California Labor Code §§ 201, 202, 204, 223, 226, 226.7, 510, 512, 558, 1174, 1197, 1197.1, 1198, 1199, and § 2698, et seq.; IWC Wage Order No. 5, §§ 3, 4, 9, and 11; California Code of Civil Procedure § 1021.5; California Business & Professions Code § 17200, et seq. (to the extent based on the same protections as provided by each of the statutes listed immediately above) that are or could be based on the same factual allegations in the Action. (All together collectively, “Released Claims”).

If any Class Member initiates a new lawsuit against Gate Gourmet based on any claim released under this Agreement, and the Court invalidates the release, any recovery by the Class Member shall be offset by the amount, if any, paid to the Class Member in connection with this Settlement.

**For the full language of the release, as well as additional documents related to the settlement, including the complete Class Action and Private Attorneys General Act Settlement Agreement and Release and the documents filed by the Parties to obtain approval of the settlement, you may visit the settlement website at [www.GateGourmetSettlement.com](http://www.GateGourmetSettlement.com).** You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release that has been filed with the United States District Court, located at 450 Golden Gate Avenue, San Francisco, CA 94102.

**9. What are my options?**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<b>DO NOTHING</b>	If you do nothing and the Court orders final approval of the Settlement, you will give up your rights to pursue the claims that are released by the Settlement and will be paid your portion of the Net Settlement Amount.
<b>YOU MAY ASK TO BE EXCLUDED FROM THE SETTLEMENT AND RECEIVE NO MONEY</b>	If you ask to be excluded from, or opt-out of, the Settlement, you will get no payment other than your share, if any, of the Net PAGA Settlement Amount, but you will keep your rights and not release any claims other than claims under PAGA in this lawsuit.
<b>OBJECT</b>	Write to the Court about what you do not like about the Settlement, and if you so choose, attend Court to speak about the fairness of the Settlement.

**10. How do I ask to be excluded from the settlement?**

If you do not want a payment from this Settlement, but you want to keep your rights, then you *must* take steps to exclude yourself from the Settlement. You can exclude yourself from the Settlement by notifying the Settlement Administrator in writing of your intent to exclude yourself by January 17, 2023 (which is 60 calendar days from the date the Notice is sent to the Class Members). Your exclusion letter must state your (i) name, (ii) current address, (iii) the last four digits of your social security number, (iv) desire to exclude yourself from the Settlement, and (v) your signature. Exclusion letters must be sent directly to the Settlement Administrator. The Settlement Administrator, Atticus Administration, is a neutral third-party appointed by the Court to administer the Settlement in accordance with the Court's Orders and the terms of the Settlement Agreement. Exclusion letters must be sent directly to the Settlement Administrator at the following address by first class mail, postage prepaid, postmarked on or before January 17, 2023:

Rahaman v. Gate Gourmet  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164

No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a request for exclusion was submitted timely and lost, destroyed, misplaced, or otherwise not received by the Settlement Administrator unless the Class Member has adequate proof that the request for exclusion was mailed timely certified and return receipt requested or has equivalent proof of timely delivery.

You may withdraw your exclusion prior to January 17, 2023, by writing to the Settlement Administrator and stating your intent to withdraw your request to be excluded.

PAGA Aggrieved Employees who submit a timely Request for Exclusion will still be entitled to their share of the Net PAGA Settlement Amount and are bound by the Settlement Agreement's Release of PAGA claims.

**11. If I don't exclude myself, can I sue Gate Gourmet for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Gate Gourmet for the claims that this Settlement resolves. If you have a pending lawsuit regarding these claims, speak to your lawyer in that case. **Remember, the exclusion deadline is January 17, 2023.**

**12. If I exclude myself, can I get money from this settlement?**

If you exclude yourself, you will receive only your share, if any, of the Net PAGA Settlement Amount, but will not receive any additional money from this settlement, but you may sue, continue to sue, or be part of a different lawsuit against Gate Gourmet. If you ask to be excluded, you will not be bound by the Settlement or have any right to object, appeal, or comment thereon.

**13. How do I object to the settlement?**

If you are a Settlement Class Member and wish to object and tell the Court why you do not like the settlement, you may submit a written objection and appear at the final approval hearing to raise your objection. Class Member's written objections must be filed with the Court by no later than January 17, 2023 (which is 60 calendar days from the date the Notice is sent to the Class Members.). A Class Member may enter an appearance through an attorney if the Class Member so desires.

If a Class Member objects to the Settlement, he/she will remain a member of the Class, and, if the Court grants final approval of the Settlement, he/she will be bound by the Settlement in the same way and to the same extent as a Class Member who does not object. Any member of the Class who does not make and serve his/her written objection in the manner provided above, shall be deemed to have waived such objections and shall be foreclosed from making any objections by appeal or otherwise to the Settlement.

The names and addresses of Class Counsel are:

<b>Class Counsel</b>		
Randall B. Aiman-Smith Reed W.L. Marcy Hallie Von Rock Brent Robinson Aiman-Smith & Marcy, PC 7677 Oakport St., Suite 1150 Oakland, CA 94621 Telephone: 510.817.2711 Facsimile: 510.562.6830	Kane Moon Allen Feghali Lilit Ter-Astvatsatryan Moon & Yang, APC 1055 W. Seventh St., Suite 1880 Los Angeles, CA 90017 Telephone: 213.232.3128 Facsimile: 213.232.3125	Joseph Lavi Vince C. Granberry Melissa A. Huether Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, California 90211 Telephone: 310.432.0000 Facsimile: 310.432.0001

**14. What's the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court has approved Aiman-Smith & Marcy, PC, Moon & Yang, APC, and Lavi & Ebrahimian, LLP, respectively, to represent you and other Class Members in this action. These lawyers are called Class Counsel. You will not be separately

charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires. Class Counsel are available as your counsel to answer your questions. The names and contact information of Class Counsel are listed in Question 13 above.

**16. How will the lawyers be paid?**

Class counsel would ask the Court to approve a payment of up to \$1,283,200.00 for attorneys' fees and up to \$56,000 for litigation costs, which will be paid out of the \$3,850,000.00 settlement fund. These attorneys' fees will pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case, and negotiating the Settlement. Gate Gourmet has agreed not to oppose these attorneys' fees or costs. The Court may award less than these amounts.

**17. When will final approval occur?**

The Court will hold a final hearing to decide whether or not to approve the Settlement. You may attend, either in person or remotely depending on the Court's procedure at the time of the hearing due to the pandemic, and you may ask to speak, but you don't have to. The final approval hearing is scheduled for January 25, 2023, at 2:00 p.m. in the United States District Court, Northern District, Courtroom 2, 17<sup>th</sup> Floor, located at 450 Golden Gate Avenue, San Francisco, CA 94102.

**18. How do I get more information?**

**This Notice only summarizes the Action, the Settlement and related matters. For more information, you may visit the settlement website at: [www.GateGourmetSettlement.com](http://www.GateGourmetSettlement.com).** You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release. This document and the motion for approval of the settlement is also on file with the United States District Court, Northern District, located at 450 Golden Gate Avenue, San Francisco, CA 94102. You may also access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> and entering the case number. You may also contact Class Counsel at the address listed in Section 13 above without having to pay for any attorneys' fees. You also have the right to speak with an attorney of your choosing at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF GATE GOURMET'S MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.**