

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

RIVERSIDE COUNTY SUPERIOR COURT

Dajuan D. Davis, individually, and on behalf of all others similarly situated, v. Karas Food, Incorporated, a California Corporation d/b/a Popeyes Louisiana Kitchen; and DOES 1 through 100, inclusive (Case No. CVRI2101350), filed in the Superior Court for the State of California, County of Riverside.

TO: all current and former non-exempt employees who worked at any time for Defendant Karas Food Inc., (“Karas” or “Defendant”) in California from March 10, 2017 through July 31, 2023, excluding any such individuals who opt out of this Settlement.

THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION THAT MAY AFFECT YOU

YOU ARE NOT BEING SUED

The Riverside County Superior Court authorized this notice. This is not a solicitation from a lawyer.

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- Dajuan D. Davis (“Plaintiff”) has sued Karas Food Inc., (“Karas” or “Defendant”). Plaintiff worked for Defendant. The above-referenced action is pending in the Riverside County Superior Court (Case No. CVRI2101350). Plaintiff and Defendant are referred to herein collectively as the “Parties.”
- Plaintiff’s allegations are brought on his own behalf and on behalf of individuals employed by Karas in the state of California as non-exempt employees who worked for Karas from March 10, 2017 through July 31, 2023, excluding any such individuals who opt out of this Settlement.
- Plaintiff has asserted a variety of claims, described in more detail below, against Defendant that pertain to payment of wages and hours of work.
- Defendant contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether Defendant did anything wrong.
- Plaintiff and Defendant also disagree as to the amounts of money or other types of relief that should be awarded to the Class in the event that Plaintiff prevails at trial.
- The Parties agree that there are significant risks on both sides of the case.
- The Parties agree that continued litigation would be expensive and would result in significant expenses in terms of attorney fees and costs, without necessarily benefitting the Class.
- To avoid the risks of litigation and to provide an immediate benefit to the Settlement Class, the Parties have agreed to settle the case (the “**Settlement**”).
- Under the Settlement, Defendant will pay a total of \$312,500.00, to be apportioned and paid among identified members of the Settlement Class, after deductions for Court- approved payment of settlement administration costs, payment of a Service Award to Plaintiff, litigation costs, attorneys’ fees, and subject to withholdings for employee taxes, deductions and contributions.

YOUR OPTIONS	
Do Nothing	You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.
Opt Out of the Settlement	If you opt yourself out of the Settlement, you will not receive payment for the portion of the Settlement. You will retain the right to assert claims that are included in the Settlement. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Settlement Administrator using the form provided in this notice entitled Election to Not Participate In (“Opt Out” From) Class Action Settlement and follow the procedures described below.
Object to the Settlement	If you disagree with any aspect of the Settlement, you may assert your objections by timely writing to the Settlement Administrator using the form provided in this notice entitled Notice of Objection Form and filing with the Court your objection according to the procedures described below. If you opt out, you may not object. If you object, you will still be bound by the Settlement, if approved by the Court.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals (if any) are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package and why should I read this Notice?

Defendant’s records indicate that you are a member of the Class. If the Court approves the Settlement and you do not opt out, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiff asserted the following claims against Defendant on behalf of the Class: (1) failure to pay minimum wages, (2) failure to pay overtime and double time wages, (3) failure to provide meal periods or pay meal period premiums at the regular rate of pay, (4) failure to provide rest periods or pay rest period premiums at the regular rate of pay, (5) failure to provide complete and accurate wage statements, including, but not limited to, failure to accurately list total hours worked, (6) failure to timely pay wages during employment, (7) failure timely pay all wages owed to employees who quit or are terminated, (8) failure to reimburse for business expenses, (9) failure to maintain accurate time and payroll records, and (10) unfair business practices, based on the foregoing claims. These claims are referred to herein as the “Claims.”

Defendant denies that the Claims are valid, denies that the Court should permit Plaintiff to bring the Claims on behalf of the Class, and contends that it complied with the law at all times.

3. What is a class action?

In a class action, one or more people called the Named Plaintiffs sue on behalf of people who they allege have similar claims.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant on the Claims being settled. Plaintiff thinks he could win a significant amount of wages, penalties, and interest on behalf of the Class if he was to obtain class certification and win at trial. On the other hand, Defendant denies all liability and believes that Plaintiff would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. Plaintiff, Defendant, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this settlement as fair, adequate, and reasonable to the Class and has appointed Plaintiff to act as the Class Representative, and for his attorneys to act as attorneys for the Class with regard to the Settlement (the “Class Counsel”). The Court has determined that these are adequate representatives for the Class and will make a final determination at the final approval hearing.

5. How do I know if I am part of the settlement?

Everyone who fits the description below is a Class Member:

All current and former non-exempt employees who worked at any time for Defendant Karas Food Inc., (“Karas” or “Defendant”) in California from March 10, 2017 through July 31, 2023.

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you are a Class Member who will receive part of the Settlement if approved.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can call the Settlement Administrator at (888) 710-4355 or write to the Settlement Administrator at 50 Corporate Park Irvine, CA 92606. This is the Settlement Administrator’s mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and how is it allocated?

Defendant has agreed to pay a total of \$312,500.00 to settle all Claims in the above referenced lawsuit. Class Members will be paid out of the Net Settlement Fund, which is the \$312,500.00 total settlement amount minus the following payments: (1) fees to the Settlement Administrator (estimated at \$13,000) for the costs of administrating the Settlement, (2) the costs of litigation as approved by the Court, (3) a service award to Plaintiff not to exceed \$5,000.00 for serving as the Class Representative and assisting in prosecuting the case, (5) attorneys’ fees up to the amount approved by the Court, not to exceed 35% (\$109,375.00) of the total settlement amount.

The Net Settlement Fund will be allocated to Class Members based on their number of Pay Periods worked during the Class Period. Any portion of the fees for settlement administration, litigation costs, attorneys’ fees, and/or service award not approved by the Court shall be added to the Net Distribution Fund for distribution to Class Members who do not opt out of the Settlement (“Participating Class Members”). From the Net Settlement Fund, the average Class Member recovery is estimated to be \$138.70. The ranges of potential recovery are dependent upon the individual Class Members’ records maintained by Karas, and can range as high as \$1,163.21 or as low as \$3.48.

9. How much will my payment be and what is the information used to calculate my share?

Based on Defendant’s records, your Pay Periods worked, including any applicable enhancement, are as follows:

Questions? Call the Settlement Administrator Toll Free at (888) 710-4355

Class Period: <<PayPeriods>>

Based upon the calculations described above, it is currently estimated that your share of the Net Distribution Fund will be:
Class Claims: <<estAmount>>

Your total Individual Settlement Payment is estimated to be <<estAmount>>. This amount could change, depending on how many Class Members opt-out of the Settlement and/or rulings of the Court.

Of your Individual Settlement Payment 45% of the Individual Settlement Share that is distributed to you will be considered penalties, 40% will be considered interest and 15% will be considered wages. The wages portion will be reported as such to you on an IRS Form W-2. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations and you will receive an IRS Form W-2 with respect to this portion of the Individual Settlement Share.

You are responsible for all employee tax liability in relation to payments to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or Defendant or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

If you disagree with the period calculations above, you must notify the Settlement Administrator by writing to them at the address in paragraph 7. You must sign your notification, and include your full name, address, telephone number, last four digits of your social security number, the reason(s) that you dispute the information, and all supporting documentation. Your notification must be postmarked no later than September 19, 2024. The Settlement Administrator will make a final decision.

10. How can I get a payment?

You do not need to do anything to receive a settlement payment from the Net Settlement Fund. However, it is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent.

11. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be March 31, 2025. This could change depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, any appeals, and/or actions by the Court.

12. What am I giving up to get a payment?

All members of the Plaintiff Class who do not timely request exclusion and the State of California release Defendant's Releasees from any and all debts, liabilities, costs, demands, obligations, claims, causes of action or complaints arising during the Settlement Period that were pled or which could have been pled based on the same facts as pled in the Plaintiff's operative Complaint, all preceding Complaints. This includes claims relating to the alleged failure of the Defendant to provide any of the Class Members with compensation as required by law relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized wage statement/pay stub violations, civil penalties or waiting-time penalties as required by law or regulations, the failure to pay penalties or that are based upon or derive from the claims asserted in the Action, including alleged violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510-512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, and 2802, as well as the relevant Industrial Welfare Commission Wage Order(s), California Business and Professions Code Sections 17200, et seq., as well as claims for interest, costs, attorneys' fees, compensatory damages and all claims for restitution and other equitable relief, injunctive relief, liquidated damages and any other remedies owed or available under the law related to the facts set forth in the Action.

13. How do I opt out of the settlement?

To exclude yourself from the Settlement, you must submit the provided form entitled Election Not to Participate In (“Opt-Out” From) Class Action Settlement Form to the Class Administrator. The Opt-Out Form will require you to include the following information: your name, mailing address, telephone number, and the last four digits of your social security number. Your exclusion request must be postmarked no later than September 30, 2024, and sent to the Settlement Administrator at the address in paragraph 7 and referenced in the Opt-Out Form.

If you exclude yourself, you will not receive any money from the Net Settlement Fund. You cannot object to the Settlement, and you will not be legally bound by the Settlement.

14. If I don’t exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit for the same claims that are being settled against the Released Parties, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit if it involves the same claims.

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

If you exclude yourself, you will not receive any money from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the Settlement if approved.

16. Who is my lawyer if I am included in the Class?

The Court has appointed as Class Counsel the following attorneys:

Scott Edward Cole
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
Email: sec@colevannote.com
Telephone: (510) 891-9800

James R. Hawkins
Gregory Mauro
Michael Calvo
JAMES HAWKINS APLC
9880 Research Dr., Ste. 200
Irvine, CA 92618
Email: James@jameshawkinsaplc.com; Greg@jameshawkinsaplc.com; Michael@jameshawkinsaplc.com
Telephone: (949) 387-7200

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

17. How do I object to the Settlement going forward?

If you do not like the Settlement, you may file an objection using the form provided entitled Notice of Objection Form and provide reasons why the Court should not approve the Settlement. You can’t ask the Court to order a different settlement because the Court can only approve or reject the Settlement. If the Court denies approval, no settlement

payments will be sent out and the lawsuit will continue.

To object to the Settlement, a Class Member must postmark the Notice of Objection Form to the Settlement Administrator at the address in paragraph 7 and referenced in the Notice of Objection Form on or before the Response Deadline. Any objection to the proposed settlement must be in writing and signed. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. The Notice of Objection Form requires you to provide the following information: (i) your full name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection, (iii) copies of any papers, briefs, or other documents upon which the objection is based, and (iv) a statement whether the objector intends to appear at the Final Approval Hearing.

The Parties will file all Notices of Objection with the Court in advance of the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payment to Plaintiff, and any and all other aspects of the Settlement. Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

18. What is the difference between objecting and opting out?

Objecting is simply saying that you do not like something about the Settlement and do not want it approved. Opting out is saying that you do not want to be part of the Class and do not want to participate in the Settlement. If you opt out, you have no basis to object because the Settlement no longer affects you.

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

The Court will hold a Final Approval Hearing on December 19, 2024, at 8:30 a.m., at The Riverside Superior Court in Courtroom 1, 4050 Main St, Riverside, CA 92501. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at: www.cptgroupcaseinfo.com/KarasFoodSettlement to confirm that the date has not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit an objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you will receive your share of the Net Settlement Fund, but you will be barred from pursuing the released claims described in paragraph 12.

23. Can Defendant retaliate against me for being included in the Class, or for opting out from the Class?

California law makes it unlawful to retaliate against an employee for participating in a lawsuit like this one.

24. Are there more details about the settlement?

This Notice is intended as a summary and does not fully describe this action, the Claims, the defenses, or the proposed settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court and as preliminarily approved by the Court. For further information, you may call or contact the Settlement Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 15 for contact information).

The Settlement Administrator also maintains a website at which some important documents in this case are available for review such as the Settlement Agreement, Order of Preliminary Approval, and a Notice of Judgment.
www.cptgroupcaseinfo.com/KarasFoodSettlement

You may also obtain more information by accessing the Court docket in this case through the Riverside County Superior Court website (<https://www.riverside.courts.ca.gov/>) or by making an appointment with the Clerk's Office by calling (915) 777-3147 to personally review court documents located at 4050 Main Street, Riverside, CA 92501 between 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR THEIR COUNSEL WITH INQUIRIES.

Date: August 30, 2024

This Notice has been approved by the Judge of the Riverside County Superior Court responsible for overseeing and deciding this case.