

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY**

In The Matter of
MIRNA PEREIRA vs. GATE GOURMET
CASE NO. BC399629

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS ACTION.

To: All persons who were discharged by, or quit their employment in California with Gate Gourmet at any time from October 8, 2004 to December 2, 2009, except those who Gate Gourmet's records indicate were paid all of their final pay on or before their termination date.

You are entitled to money from this settlement. To receive your share, you must promptly mail the enclosed green Claim Form as directed on that form.

TO UNDERSTAND YOUR RIGHTS READ THIS NOTICE CAREFULLY.

The amount of money you will receive if you choose to participate is set forth on the Enclosed Green Claim Form.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU ACT IN RESPONSE TO THIS NOTICE.

I. What Is This Case About?

This NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”) is to inform you that on December 2, 2009, the Superior Court of the State of California, Los Angeles County (“the Court”) preliminarily approved a class action settlement between Plaintiff Mirna Pereira (“Ms. Pereira”), on behalf of herself and all other similarly situated former employees (“Class Members”), and Gate Gourmet, Inc. (“Gate Gourmet”).

On October 8, 2008, Ms. Pereira, a former employee of Gate Gourmet, filed a potential class action complaint alleging that Gate Gourmet failed to timely pay wages due at termination in violation of California Labor Code Sections 201, 202, and 203 between October 8, 2004 and December 2, 2009 (“the Class Period”). Ms. Pereira sought waiting time penalties, costs, interest, and reasonable attorneys’ fees, and such other and further relief that the Court might deem proper on behalf of the proposed class.

The Court has not ruled, one way or the other, on the merits of Ms. Pereira’s claims or whether a class action is appropriate. Gate Gourmet denies any liability or wrongdoing of any kind in connection with the claims alleged in the complaint and contends that it has fully complied with the California Labor Code and all other applicable laws relating to the provision of final wages.

This Settlement is the result of extensive negotiations between Gate Gourmet and Ms. Pereira through her attorneys (“Class Counsel”). Class Counsel, Ms. Pereira and Gate Gourmet recognize that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of penalties, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and legal issues, Class Counsel believes the proposed Settlement is fair, reasonable, and in the best interests of Plaintiff and the Class Members.

II. Am I A Class Member?

You are a Class Member if you worked for Gate Gourmet in California, your employment with Gate Gourmet ended at any time between October 8, 2004 and December 2, 2009, and, according to Gate Gourmet’s electronic records: 1) you were discharged and issued a final paycheck one or more days after discharge; 2) you resigned without notice and were issued a final paycheck more than 72 hours after resignation; or 3) you resigned with at least 72 hours notice and were issued a final paycheck one or more days after termination.

III. What are the Terms of the Proposed Settlement?

Gate Gourmet has agreed to pay up to \$245,000.00 (the “Maximum Settlement Sum”) to resolve all the Class Members’ Claims. The law firms of Spiro Moss LLP and Law Office of Sahag Majarian II (“Class Counsel”) represent all the Class Members. At the Final Approval Hearing discussed below, Class Counsel will request that the Court award them attorneys’ fees and costs of no more than \$81,700, plus reimbursement of the cost of translation of this Notice into Spanish and Cantonese, all of which will be paid out of the Maximum Settlement Sum. Class Counsel will also request that Ms. Pereira receive a class representative enhancement of no more than \$3,500 for her service to the Class, which amount will be paid out of the Maximum Settlement Sum. Class Counsel will also request payment for the costs of settlement administration, approximately \$21,000 payable to the Settlement Administrator, which will be paid from the Maximum Settlement Sum. The balance that remains after these deductions are taken from the Maximum Settlement Sum is the Net Settlement Sum (“Net”). The Net will be used to calculate individual settlement payments for each Participating Class Member who submits a timely and valid Claim Form (“Individual Settlement Payments”).

IV. How are the Individual Settlement Payments Calculated?

The Individual Settlement Payment that a Participating Class Member receives is determined based on the date that the Participating Class Member separated from Gate Gourmet. There are two sub-groups:

Subgroup 1: Employees Who Left Gate Gourmet’s Employ From October 8, 2004 to October 7, 2007

Given a binding California Court of Appeal case which ruled that the statute of limitations relating to an action for waiting time period penalties is only one year, Class Members whose employment ended more than one year before October 8, 2008 (when this lawsuit was filed) could receive nothing if this case were to go to trial today. As a result, this settlement provides that each Class Member who left Gate Gourmet’s employ during the period from October 8, 2004 to October 7, 2007 and who submits a timely and valid Claim Form will be entitled to a minimum lump sum Individual Settlement Payment of \$20.00.

Subgroup 2: Employees Who Left Gate Gourmet's Employ From October 8, 2007 to December 2, 2009

Class Members who left Gate Gourmet's employment from October 8, 2007 to December 2, 2009 who submit timely and valid Claim Forms will be entitled to a minimum lump sum Individual Settlement Payment of \$84.00.

Once the deadline passes for Class Members to submit Claim Forms, if the total amount of the valid and timely submitted Claims Forms of the Participating Class Members does not total at least 40% of the Net, the Individual Settlement Payments to Participating Class Members will be recalculated and increased on a pro-rata basis among them so that at least 40% of the Net is distributed, except that this adjustment in payments shall be subject to a cap such that the payment to each Participating Class Member shall not exceed four times their minimum lump sum payment.

V. What Are My Options?

1. You May Participate In The Settlement: If you wish to receive an Individual Settlement Payment, you must sign and return the green Claim Form attached to this Notice to the Settlement Administrator, postmarked on or before **March 13, 2010**. **EACH CLAIM FORM POST-MARKED AFTER THIS DATE WILL BE DENIED.** Only those Class Members who submit a timely, valid Claim Form ("Participatory Class Member") will receive an Individual Settlement Payment. It is strongly recommended that you retain a copy of the return envelope and completed Claim Form. If you return your completed Claim Form by the deadline, the Settlement Administrator will calculate your Individual Settlement Payment and will mail your check to the address noted on the Claim Form, unless otherwise notified. It is your responsibility to keep the Settlement Administrator notified of your correct address at all times until receipt of your check. Please sign and mail or fax any change of address along with your Social Security number, former address, and new address to the Settlement Administrator at the address below. Every Class Member who receives a payment will receive an IRS Form 1099 listing the payment amount, if required by law at the time of distribution. Class Members are directed to consult with their own tax advisors concerning the tax consequences of the payments they receive.

2. You May Opt Out Of The Settlement: If you do not wish to be bound by the Settlement, you must submit a written request to the Settlement Administrator to "opt out" or exclude yourself from the settlement (including your name and signature) by certified mail with return receipt requested postmarked no later than **March 13, 2010**. If you opt out of the settlement, (a) you will **not receive any money** under the settlement of this case; (b) you will not be bound by any judgment in this case; and (c) you will not lose the right to assert against Gate Gourmet any claims you might have for violation of wage-and-hour laws related to the claims asserted against Gate Gourmet in the complaint. **DO NOT** submit both a Claim Form and an opt-out statement. If you submit both, the Claim Form will be deemed to be valid and binding, and the opt out statement will be of no effect.

3. You May Object To The Settlement: If you wish to object to all or part of the settlement, you may file a written objection and may, but are not required to, appear at the Final Approval Hearing scheduled for **April 16, 2010 at 8:30 a.m.** to show cause, if you have any, why the settlement should not be approved as fair, reasonable, and adequate. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing must send a detailed statement of his or her objection along with any supporting papers, by **February 26, 2010**, to (1) the Court at Department 49 of the Superior Court of the State of California, Los Angeles County, Central District, 111 North Hill Street, Los Angeles, California, 90012, (2) to Class Counsel at the address listed below, and (3) to Defense Counsel at the address listed below. **DO NOT** submit both an opt-out statement and an objection. If you submit both, the objection will be deemed to be valid and binding, and the opt-out statement will be of no effect. Any attorney who will represent an individual objecting to the Settlement Agreement should file a notice of appearance with the Court and serve Class Counsel and Counsel for Gate Gourmet with such notice of appearance. All objections or other correspondence must state the name and number of the case, which is Pereira vs. Gate Gourmet, Case No. BC399629.

VI. Release of Claims

If approved by the Court, the proposed Settlement Agreement will be binding on all members of the Class who do not timely "opt out" of the settlement (even if they do not submit a Claim Form). If you do not opt out of the settlement and the settlement is given final approval, you will release and lose the right to assert all claims you might have against Gate Gourmet based on or arising out of Gate Gourmet's alleged failure to pay final wages timely upon termination or resignation during the Class Period. If you do not opt out of the settlement, all such claims will be released whether or not specifically alleged in the complaint. Should a Participating Class Member receive an award of Labor Code § 203 remedies in another action based on facts other than the late payment of final wages at issue in this action, the amount of a payment of Labor Code § 203 penalties in this case to the Participating Class Member shall be credited in those cases against each Participating Class Member's 30-day maximum Labor Code § 203 recovery.

Whether or not you cash the settlement check, the settlement will be binding. If you do not cash your check within 180 days of the date on the check, your check will be void. Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the settlement and the release.

VII. Further Information

The summary of the proposed Settlement Agreement in this Notice does not include all of the terms and conditions of the settlement. The only complete statement of the terms of the proposed settlement is in the actual Stipulation and Agreement to Settle Putative Class Action ("the Settlement Agreement") that has been preliminarily approved by the Court. The proposed Settlement Agreement is available for inspection at the Office of the Clerk of the Superior Court of California for Los Angeles County, which is located at the Stanley Mosk Courthouse, at 111 North Hill Street, Los Angeles, California 90012. PLEASE DO NOT CALL THE COURT OR JUDGE.

VIII. Final Approval Hearing and Your Options

The Court will hold a Final Approval Hearing on **April 16, 2010 at 8:30 a.m.** to consider whether to give final approval to the settlement and to consider the motion of Class Counsel for costs and attorneys' fees and an enhancement to the class representative. If comments or objections have been received, the Court will consider them at that time. The hearing will take place in Department 49 of the Superior Court of the State of California, Los Angeles County, Central District, 111 North Hill Street, Los Angeles, California, 90012.

IX. If Settlement Is Not Approved

If the Settlement Agreement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the case will continue to be pursued in Court. If the Court does not approve the Settlement Agreement, there is no assurance that: (a) any decision at trial would be in favor of Class Members; (b) a favorable trial decision, if any, would be as favorable to the Class Members as this settlement; or (c) any favorable trial decision would be upheld if an appeal was filed.

X. Contact Information

Any inquiries concerning this Notice should be addressed to the Settlement Administrator at CPT Group, 16630 Aston Street, Irvine, CA 92606, (888) 364-3511. Any correspondence should include your name, the case name, and the case number.

The contact information for Class Counsel is as follows: Dennis F. Moss, Esq., Spiro Moss LLP, 11377 W. Olympic Blvd., 5th Floor, Los Angeles, CA 90064, Tel. (310) 235-2468.

The contact information for Gate Gourmet's Counsel is as follows: Kendra D. Miller, Esq. and Ursula K. Guzman, Esq., Crowell & Moring LLP, 3 Park Plaza, 20th Floor, Irvine, CA 92614, Tel. (949) 263-8400.

VERY IMPORTANT INFORMATION:

- 1) **PLEASE KEEP A COPY OF YOUR CLAIM FORM AND A COPY OF THE POSTMARKED RETURN ENVELOPE YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR AT (888) 364-3511 TO CONFIRM RECEIPT.**
- 2) **IF YOU MOVE AFTER YOU SUBMIT THIS CLAIM FORM, YOU MUST NOTIFY THE CLAIMS ADMINISTRATOR TO ENSURE RECEIPT OF YOUR CHECK.**
- 3) **DO NOT SUBMIT BOTH A REQUEST FOR EXCLUSION ("OPT OUT") AND A CLAIM FORM. IF YOU DO, THE REQUEST FOR EXCLUSION WILL BE VOID AND OF NO FORCE AND THE TIMELY CLAIM FORM WILL BE PROCESSED FOR PAYMENT PURSUANT TO THE TERMS OF THE PROPOSED SETTLEMENT.**
- 4) **PLEASE DO NOT CONTACT THE COURT REGARDING THIS ACTION.**

CLAIM FORM

Pereira vs. Gate Gourmet, Los Angeles County Superior Court Case Nos. BC 399629

Instructions: Please complete this Claim Form only if you want to participate in the Settlement that is described in the accompanying Notice of Proposed Class Action Settlement. The deadline for mailing this Form to the Claims Administrator is **MARCH 13, 2010**.

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<CITY, STATE ZIP CODE>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

I. YOUR EMPLOYMENT END DATE AND CLAIM AMOUNT

<<Class1"X">> According to Gate Gourmet's records, your employment at Gate Gourmet ended before October 8, 2007; therefore, because an argument exists that any claim going back this far would not survive, you will be receiving a minimum of \$20.00 if you properly complete and timely submit this Claim Form. In the event the claims rate is very low, you will receive more, up to a maximum of \$80.00.

<<Class2"X">> According to Gate Gourmet's records, your employment at Gate Gourmet ended after October 7, 2007. Your share of the settlement amount will depend on the number of Claim Forms received from other class members, but is expected to be between \$98.41 and \$393.64 if you properly complete and timely submit this Claim Form.

II. MAILING INSTRUCTIONS.

Please mail this completed Claim Form to the Claims Administrator at the address listed below. Your completed Claim Form must be postmarked on or before **MARCH 13, 2010**, or else you will forfeit your benefits under this Settlement. Even if you file an objection to the Settlement, you must submit this Claim Form by the deadline in order to receive any benefits under the Settlement if your objection is overruled. The address of the Claims Administrator is:

GATE GOURMET
c/o CPT GROUP, INC.
16630 ASTON STREET
IRVINE, CA 92606

III. PLEASE SIGN BELOW

Dated:

(Signature)

(Print Name)

Last 4 digits of your Social Security Number: _ _ _ _

If you have any questions about completing this Claim Form or believe that Gate Gourmet's record of your termination date is incorrect, please call the Claims Administrator at (888) 364-3511.

FORMULARIO DE RECLAMO

Pereira vs. Gate Gourmet, Tribunal Superior del Condado de Los Angeles, Caso No. BC 399629

Instrucciones: Por favor complete este Formulario de Reclamo solamente si usted desea participar en el Acuerdo que es descrito en el adjunto Aviso del Propuesto Acuerdo de la Demanda Colectiva. El plazo para enviar por correo este Formulario al Administrador de Reclamos es **13 de marzo del 2010**.

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<CITY, STATE ZIP CODE>>

Por Favor Provea La Siguiete Información:

Teléfono particular: (_____) _____ - _____

I. FECHA DE TERMINACIÓN DE SU EMPLEO Y MONTO RECLAMADO

<<Class1"X">> De acuerdo a los archivos de Gate Gourmet, su empleo en Gate Gourmet terminó antes del 8 de octubre, 2007; debido a que existe un argumento que considera que cualquier reclamo que se remonte a esta fecha no sobrevivirá, usted recibirá un mínimo de \$20.00 si usted completa correctamente este Formulario de Reclamo y lo envía dentro del plazo establecido. En el caso de que el porcentaje de reclamos sea muy bajo, usted recibirá más, hasta un máximo de \$80.00.

<<Class2"X">> De acuerdo a los archivos de Gate Gourmet, su empleo en Gate Gourmet terminó después del 7 de octubre, 2007. Su parte del monto total acordado dependerá del número de Formularios de Reclamo recibidos de otros miembros de la demanda colectiva, pero se espera que sea entre \$98.41 y \$393.64 si usted completa correctamente este Formulario de Reclamo y lo envía dentro del plazo establecido.

II. INSTRUCCIONES PARA EL ENVÍO

Por favor, envíe por correo este Formulario de Reclamo una vez completado, al Administrador de Reclamos a la dirección que verá más abajo. Su Formulario de Reclamo debe estar matasellado el o antes del **13 de marzo del 2010**, de lo contrario usted perderá el derecho a sus beneficios de este Acuerdo. Aún si usted presenta una objeción al Acuerdo, usted debe enviar este Formulario de Reclamo en el plazo establecido a los efectos de recibir cualquier beneficio en virtud de este Acuerdo si su objeción es rechazada. La dirección del Administrador de Reclamos es:

GATE GOURMET
c/o CPT GROUP
16630 ASTON STREET
IRVINE, CA 92606

III. POR FAVOR FIRME ABAJO

Fecha: _____

(Firma)

(Nombre y Apellido)

Cuatro últimos dígitos de su Seguro Social: _ _ _ _

Si usted tiene cualquier pregunta sobre cómo completar este Formulario de Reclamo o cree que los archivos de Gate Gourmet sobre su fecha de terminación son incorrectos, por favor llame al Administrador de Reclamos al (888) 364-3511.