

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO – CIVIL DIVISION

REBECCA NISHIMOTO, individually and on behalf of  
all others similarly situated,

Case No. 34-2017-00211426

Plaintiff(s),

*Assigned for All Purposes to the Hon. Alan G. Perkins,  
Dept. 35*

v.

T&S BUSINESS CORPORATION, and DOES 1-10,  
inclusive,

Defendant.

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

**I. WHY DID I GET THIS NOTICE?**

You are receiving this Notice because our records indicate that you are or were an hourly-paid employee of T&S BUSINESS CORPORATION (“T&S BUSINESS CORPORATION”) between April 24, 2013 and September 1, 2018. This Notice explains that the Sacramento County Superior Court has granted preliminary approval of a class action Settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

**II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?**

Plaintiff REBECCA NISHIMOTO (“Plaintiff”) filed lawsuits against Defendant T&S BUSINESS CORPORATION in this Court alleging that they and other hourly-paid or non-exempt employees were not provided proper meal and rest breaks. They also alleged that Defendant did not provide (1) proper wage statements and (2) employee records. By doing so, Plaintiff claimed that Defendant engaged in unfair competition and that they were entitled to recover penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff alleged that they and other similar employees were entitled to damages, liquidated damages, penalties, attorneys’ fees, and costs of litigation, among other remedies.

Plaintiff REBECCA NISHIMOTO filed this lawsuit on April 24, 2017 in Sacramento County Superior Court, Case No. 34-2017-00211426.

Defendant T&S BUSINESS CORPORATION has denied and continues to deny all of Plaintiff’s allegations in the lawsuit and contends that it has paid its employees fairly and in full compliance with all California labor laws.

The Court has not determined whether Plaintiff’s allegations have any merit. However, after good faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have agreed to settle this lawsuit by paying a Gross Settlement Amount of \$488,750.00 to resolve all of the claims listed above.

Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims have any merit or that they have any liability to Plaintiff or the class.

**III. WHO IS INCLUDED IN THE CLASS ACTION?**

You are included in the Settlement Class if you fall within the following definition of Class Period: All persons who have previously been or currently are employed as an hourly-paid or non-exempt employee in California by T&S BUSINESS CORPORATION between April 24, 2013 and September 1, 2018.

**IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?**

Defendant has agreed to pay a Gross Settlement Amount of \$488,750.00. A Settlement Administrator has been appointed to administer the Settlement. The Settlement Administrator will pay from the \$488,750.00. That sum is and shall be inclusive of the following: (a) the Class Representative Payment to Rebecca Nishimoto in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00); (b) Class Counsel’s attorneys’ fees in an amount up to one-third (33.33%) of the Gross Settlement Amount - One Hundred and Sixty-Two Thousand, Nine Hundred and

Sixteen Dollars and Sixty Seven Cents (\$162,916.67), incurred or to be incurred in this Action, including any appeals; (c) costs and expenses associated with the Action in an amount of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), incurred or to be incurred in this Action, including any appeals; (d) the fees and expenses of the Settlement Administrator, estimated at Twenty Thousand Dollars and Zero Cents (\$20,000.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; (e) the employee portion of all applicable tax withholdings including, but not limited to, FICA, SDI, and other employment- related taxes and withholding of federal, state and local income taxes; (f) Fifty Thousand Dollars and Zero Cents (\$50,000.00) in recognition of the release of claims pursuant to the Private Attorneys General Act (“PAGA”), 75% of which (\$37,500.00) is designated to go to the California Labor and Workforce Development Agency, and 25% of which (\$12,500.00) is designated to go to the Class Members; and (g) the remainder of approximately Two Hundred Forty-Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$243,333.33), which is the estimated Maximum Settlement Distribution Amount to all Class Members.

Any unclaimed settlement payments issued to Class Members will be sent to the State of California Controller pursuant to the Unclaimed Property Law, Code of Civil Procedure Section 1500, *et seq.* with the identity of the Participating Class Member to whom the funds belong, to be held for the Participating Class Member pursuant to the California Unclaimed Property Law.

1. **Settlement Payments:** Your individual share of the Settlement will be based on the number of workweeks you worked for T&S BUSINESS CORPORATION during the relevant Class Period. The amount of money you receive will be based on the size of your share in comparison to the size of all Class Members’ shares combined. However, if T&S BUSINESS CORPORATION previously paid you an individual settlement amount in exchange for signing a Wage Release Agreement after the lawsuit was filed, your class action settlement share will be reduced by the amount you already received.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you on behalf of your current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release T&S BUSINESS CORPORATION, and their parents, predecessors, successors, subsidiaries, affiliates, partners, assigns, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns including, but not limited to, T&S BUSINESS CORPORATION (collectively hereinafter the “Releasees”), from any and all claims, demands, rights, liabilities, and causes of action of any kind whatsoever, whether known or unknown, that have been, or could have been, asserted against the Releasees arising out of or relating to the claims, causes of action, facts, or allegations set forth in the Actions during the Class Periods (the “Released Claims”). The Released Claims expressly include, without limitation, all such claims for unpaid wages, claims for failure to timely pay wages, both during employment and after termination of employment, claims for failure to keep accurate and complete payroll records, claims for failure to provide accurate and complete wage statements, claims for missed meal periods, claims for missed rest breaks, claims for failing to pay wage premiums of any type, claims for statutory damages, penalties, and/or interest, including, but not limited to, recordkeeping penalties, wage statement penalties or damages, minimum-wage penalties, missed meal-period and rest-break penalties, waiting-time penalties, penalties under the Private Attorneys General Act; premiums or costs and attorneys’ fees and expenses, and any claim arising from the claims described above under applicable federal, state, local or territorial law. The Released Claims include all such claims arising under the California Labor Code (including, but not limited to, 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, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698); the wage orders of the California Industrial Welfare Commission; the Private Attorneys General Act, California Labor Code section 2698, *et seq.*; California Business and Professions Code section 17200 *et seq.*, California Civil Code section 3336; the California common law of contract.

This means that if you participate in this Settlement, you cannot bring any claims against T&S BUSINESS CORPORATION for wages or other payments described above for any period of time you worked for them during the Class Period.

## **V. WHAT ARE MY OPTIONS?**

### **A. You May Accept Your Share of the Settlement**

You will receive a Settlement Share and be bound by the terms of the Settlement and any final Judgment that may be entered by the Court, and you will be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your Settlement Share, but do not agree with the number of workweeks stated on the attached Information Sheet or wish to correct any information on the Information Sheet, you should provide the corrected information by completing and returning the attached Information Sheet. If you dispute the number of workweeks, be sure to write down the beginning and ending dates you worked for T&S BUSINESS CORPORATION, during the Class Period. Return the Information Sheet and any documents to support your position by mail to **Nishimoto v. T&S BUSINESS CORPORATION Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43208, Providence, RI 02940-3208.** The Settlement Administrator will read the documents both you and Defendant provide and make the final determination of the amount of your Settlement Share.

Please note that it is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Settlement Administrator know may prevent you from receiving your Settlement Share.

### **B. You May Exclude Yourself from the Settlement**

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, **must mail a letter to the Settlement Administrator postmarked on or before May 11, 2020 to the following address:**

Nishimoto v. T&S BUSINESS CORPORATION Settlement Administrator  
c/o KCC Class Action Services  
P.O. Box 43208  
Providence, RI 02940-3208  
Toll-Free Number 1-866-617-3465

The letter must state that you are requesting to exclude yourself from the Settlement and must include your name, address, telephone number, and signature. A Class Member who properly submits a valid and timely request to be excluded from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against T&S BUSINESS CORPORATION.

### **C. You May Object to the Settlement**

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement. To object, you must file a written objection with the Court, send the objection to all counsel at the addresses listed below, and send the objection to the Settlement Administrator:

*To Court*

Clerk of Court  
Sacramento County Superior Court  
720 Ninth Street  
Sacramento, CA 95814  
Re: Rebecca Nishimoto v. T&S Business Corporation,  
Case No. 34-2017-00211426  
*Rebecca Nishimoto v. T&S Business Corporation.*

*To Settlement Administrator*

Nishimoto v. T&S BUSINESS CORPORATION Settlement  
Administrator  
c/o KCC Class Action Services  
P.O. Box 43208  
Providence, RI 02940-3208

*To Class Counsel*

Todd M. Friedman  
Adrian Bacon  
Law Offices of Todd M. Friedman, P.C.  
21550 Oxnard St., Suite 780  
Woodland Hills, CA 91367

*To Defense Counsel*

Beth A. Schroeder  
Allison S. Wallin  
Raines Feldman, LLP  
1800 Avenue of the Stars, 12<sup>th</sup> Floor  
Los Angeles, CA 90067

Any written objection must state your full name, address, and the dates of your employment at T&S BUSINESS CORPORATION. Your written objection must also state the basis for your objection(s) and any legal support in clear and concise terms. The written objection must also state whether you intend to appear and object at the Final Approval Hearing. To be valid and effective, the Court and Counsel must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than May 11, 2020. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release the Defendant from legal claims as described above and in the Joint Stipulation of Class Action Settlement on file with the Court.

**D. You Can Do Nothing**

If you do nothing in response to this Notice, you will receive your Settlement Share for your portion of the Settlement, you will be bound by any Judgment entered with respect to the Settlement, and you will release Defendant from legal claims as explained above and in the Joint Stipulation for Class Action Settlement on file with the Court.

**VI. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a Final Approval Hearing on **June 15, 2020 at 1:30 p.m.** in Dept. 35 of the Sacramento County Superior Court, Civil Division, located at 720 Ninth Street, Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for payments to the California Labor and Workforce Development Agency (for PAGA), the Class Representatives' Payments, Class Counsel's Attorneys' Fees and Expenses Payment, the payment to the Settlement Administrator, and the payments to the Class.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

**VII. ADDITIONAL INFORMATION**

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should read the Joint Stipulation of Class Action Settlement which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Joint Stipulation, may be examined during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, Civil Division, located at 720 Ninth Street, Sacramento, CA 95814.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR LISTED ABOVE.**

**APPROVED BY ORDER OF THE SUPERIOR COURT**