

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Alvaro Sanchez v. Keurig Green Mountain, Inc. and Green Mountain Coffee Roasters, Inc., United States District Court for the Northern District of California, Case Number 15-cv-04657-EJD

The United States District, Northern District of California authorized this Class Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

As a former non-exempt temporary worker assigned to work at Keurig Green Mountain, Inc.’s facility in Castroville, California, you may be entitled to receive money from a class action settlement.

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A FORMER TEMPORARY WORKER WHO WAS ASSIGNED BY A TEMPORARY STAFFING AGENCY (EXCLUDING ANY MANPOWER STAFFING AGENCY) TO WORK AT KEURIG GREEN MOUNTAIN, INC.’S FACILITY IN CASTROVILLE, CALIFORNIA AT ANY TIME BETWEEN JULY 14, 2011 AND JULY 3, 2017.

- A proposed settlement of \$92,500 (the “Total Settlement Amount”) will be used to pay claims to: (1) non-exempt, hourly paid associates of temporary staffing agencies who were assigned to and worked at any time between July 14, 2011 and July 3, 2017 (such period of time will hereinafter be referred to as the “Class Period”) at Keurig Green Mountain, Inc.’s (“KGM”) facility in Castroville, California (such employees will hereinafter be referred to as the “Class Members”).
- The settlement resolves a lawsuit entitled *Alvaro Sanchez v. Keurig Green Mountain, Inc. and Green Mountain Coffee Roasters, Inc.*, and filed in the United States District Court for the Northern District of California, Case Number 15-cv-04657-EJD (the “Lawsuit”) over whether workers assigned to work at KGM by temporary staffing agencies (excluding any Manpower staffing agency) were properly paid and other legal consequences that would follow from not doing so. This settlement avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases KGM and the temporary staffing agency from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. KGM denies any and all liability arising from any of the claims and contends that at all relevant times KGM fully complied with all applicable laws and that temporary staffing employees assigned to KGM’s Castroville facility were properly compensated for any and all time worked at the Castroville facility.
- Class Members will receive a base payment of \$9.00 plus a pro-rata payment based on the number of weeks they were assigned to work at KGM during the Class Period.
- **You were assigned to work at KGM a total number of «MERGED_WW» weeks during the Class Period. If the Court grants final approval to the settlement and you do not opt out, it is estimated that you will receive a payment of approximately \$«MERGED_EstSettAmnt_CALC».**

YOUR OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you will receive a settlement payment based on the total number of weeks you worked during the Class Period and on the number of Class Members that participate. You will be giving up your legal rights to pursue claims released by the settlement of the Lawsuit and will be bound by the settlement and release.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT	If you do not opt out, you may file with the Court why you do not like the settlement.
ATTEND A HEARING	You have the right to attend the Final Approval Hearing that will be conducted by the Court, but you are not required to attend. If you timely file a written objection, and if you also want to speak about your objection at the hearing, you should inform the Court by filing a notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE SETTLEMENT

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules whether to finally approve the settlement. If the Court approves the settlement and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Lawsuit, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the United States District Court, Northern District of California. The persons who sued are called Plaintiff and the organization he sued is called Defendant.

Alvaro Sanchez, the Representative Plaintiff, in his Lawsuit alleged multiple violations of the California Labor Code and the California Business and Professions Code, including causes of action for: (1) failure and refusal to pay agreed wages, including for time spent in trainings and orientations; (2) failure to pay minimum wages; (3) failure to pay wages timely; (4) failure to pay all wages upon termination; (5) failure to provide lawful meal and rest breaks or compensation in lieu thereof; and (6) violation of California Business and Professions Code § 17200 et seq.

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Representative Plaintiff won at trial. KGM and the temporary staffing agency believe that the Representative Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Representative Plaintiff or KGM. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation and have therefore chosen to resolve their differences by entering into a settlement. By doing so, the Parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The Parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Representative Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

You can do nothing and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

After payment to Class Counsel for fees and costs, a service payment to the Representative and Plaintiff, and payment to the Settlement Administrator for its fees and expenses, the remainder will be used to pay each participating Class Member a base payment of \$9.00 in addition to a pro-rata payment based on the number of weeks each participating Class Member was assigned to work at KGM during the Class Period.

If you believe the number of workweeks KGM's records show you worked between July 14, 2011 and July 3, 2017 is inaccurate, please explain your disagreement below and attach any records you have that support your position.

KGM's records will be presumed to be accurate. If you dispute KGM's information and the dispute cannot be resolved informally, the dispute will be settled by the Settlement Administrator, whose decision will be final and non-appealable. You must submit any documentation in support of your challenge to the KGM's records directly to the Settlement Administrator, at Sanchez v. Keurig Green Mountain, Inc., c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, Telephone (888) 369-3780, postmarked by no later than June 11, 2018.

If you do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. In other words, you do not need to take any action to receive a settlement payment.

Upon final approval by the Court of the settlement, and except as to such rights or claims as may be created by the settlement, Plaintiff and Class Members who have not effectively opted-out of the settlement as described below fully release and discharge Keurig Green Mountain, Inc. and Keurig Green Mountain Coffee Roasters, Inc., EmployBridge LLC, Westaff (USA), and Real Time Staffing Services LLC d/b/a/ Select Staffing and any past, present, and future parent companies, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, predecessor or successor, and any other legal entities that are owned or controlled by Keurig Green Mountain, Inc. and Keurig Green Mountain Coffee Roasters, Inc., EmployBridge LLC, Westaff (USA), and Real Time Staffing Services LLC d/b/a/ Select Staffing and each of their past, present, and future agents, employees, officers, directors, insurers, attorneys, shareholders, members, investors, independent contractors, consultants, representatives, fiduciaries, legal representatives, predecessors, successors, and assigns ("Released Parties") thereof from any and all past and present claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney fees, penalties, damages, action or causes of action, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including those based in contract or tort, common law or equity, federal law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements, including, but not limited to, those incurred by Class Counsel or any other counsel representing Plaintiff or any Class Member, other than those expressly awarded by the Court in the Class Counsel award authorized by the Settlement) which arise out of the allegations and claims asserted in the operative complaint in the Lawsuit ("Released Claims"). The Released Claims include claims for unpaid wages, minimum wage, meal and rest periods, final wages, or violations of California Labor Code sections 201, 202, 203, 204, 218.5, 226.7, 512, 1194, 1197, 1198, the Industrial Welfare Commission Wage Orders, and Business and Professions Code section 17200 et seq., California Code of Civil Procedure 1021.5. The Released Claims shall expressly exclude claims for unemployment compensation, disability, workers' compensation, discrimination, and retaliation. The time period covered by this release is from July 14, 2011 through July 3, 2017.

You can opt out of this settlement and retain your rights. To do so, you must complete in full and submit the enclosed Opt Out Form. The Opt Out Form must be signed and dated. You will have 60 days from the date of mailing of this Class Notice to do so. Your signed, dated and completed Opt Out Form must be mailed to the Settlement Administrator, at Sanchez v. Keurig Green Mountain, Inc., c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, Telephone (888) 369-3780 and be postmarked no later than July 10, 2018, or it will not be considered and you will be bound by the settlement.

The Court has appointed B. James Fitzpatrick and Charles Swanston and FITZPATRICK & SWANSTON, 555 South Main Street, Salinas, California 93901, telephone (831) 755-1311 to represent you and other Class Members in the Lawsuit. These lawyers are called Class Counsel. They will be compensated from the Total Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to award them fees up to 25% of the Total Settlement Amount. Class Counsel will also ask the Court to award them costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

=====

You may object to the proposed settlement in writing. You may also 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 paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Alvaro Sanchez v. Keurig Green Mountain, Inc. and Keurig Green Mountain Coffee Roasters, Inc.*, Case Number 15-cv-04657-EJD) and (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, located at 280 South First Street, San Jose, California 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed on or before July 10, 2018.

The Court will hold a Final Approval hearing on August 2, 2018 at 9:00 a.m., at the United States District Court, Northern District of California, Courtroom 4, located at 280 South First Street, San Jose, California 95113. The hearing may be continued without further notice to the Class Members. The Court’s docket on the PACER site should be checked prior to the Final Approval Hearing date of August 2, 2018 to confirm that the date has not been changed. It is not necessary for you to appear at this hearing unless you object to the proposed Settlement and you have timely filed an objection with the Court.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

Class Counsel will answer any questions that the Court may have, but, you are welcome to come at your own expense. If you filed an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

=====

You may ask the Court for permission to speak at the fairness hearing if you filed an objection. To do so, you must send a letter stating that it is your “Notice of Intention to Appear” in the settlement. Be sure to include your name, address, and telephone number. Your Notice of Intention to Appear must be filed with the Court no later than July 10, 2018, at the address listed above.

=====

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.simpluris.com/case-information/, by contacting Class Counsel at 831-755-1311, or by accessing the Court docket in this case 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, located at 280 South First Street, San Jose, California 95113, 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.