

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

YOE RODRIGUEZ-MENDEZ and STEVEN RAMOS, *on behalf of themselves, FLSA Collective Plaintiffs and the Class,*

Plaintiffs,

-against-

WAKEFERN FOOD CORP.,
VILLAGE SUPER MARKET, INC.,
VILLAGE SUPER MARKET OF NY LLC,
VILLAGE SUPER MARKET OF NJ LP,
SHOPRITE SUPERMARKETS, INC.,
VSM GOURMET LLC,
And VSM NY HOLDINGS LLC,

Defendants.

Index No.: 531455/2022

**NOTICE OF PROPOSED CLASS AND
COLLECTIVE ACTION SETTLEMENT AND
FAIRNESS HEARING**

If you were employed by Wakefern Food Corp. or at a ShopRite, Price Rite Marketplace, The Fresh Grocer, Dearborn Markets, Gourmet Garage¹ or Fairway² supermarket in New York, New Jersey, Connecticut, Pennsylvania, Delaware, Maryland, Massachusetts, Rhode Island, New Hampshire or Virginia as an hourly, non-exempt employee on or after October 22, 2018 (on or after October 22, 2015 for New York employees only), please read this Notice.

DATED: AUGUST 11, 2023

YOU MAY BE ENTITLED TO COMPENSATION

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed settlement of a class and collective action litigation. It has been authorized by a court of competent jurisdiction. It contains important information as to your right to participate in the settlement, receive a settlement payment or elect not to be included in the class.

Introduction

Yoe Rodriguez-Mendez and Steven Ramos filed a lawsuit for alleged payment shortfalls as a result of wage calculation errors, liquidated damages, and other claimed damages against Defendants WAKEFERN FOOD CORP., VILLAGE SUPER MARKET, INC., VILLAGE SUPER MARKET OF NY LLC, VILLAGE SUPER MARKET OF NJ LP, SHOPRITE SUPERMARKETS, INC., VSM GOURMET LLC, and VSM NY HOLDINGS LLC. The Court in charge of this case is the Supreme Court of the State of New York, County of Kings. The lawsuit is known as *Rodriguez-Mendez, et al. v. Wakefern Food Corp., et al.*, New York Supreme Court, Kings County, Index No. 531455/2022. The persons who filed the lawsuit are called Plaintiffs. Plaintiffs allege in the lawsuit that, among other things, the employers listed above and/or other affiliated entities (collectively, “Defendants”), miscalculated overtime in violation of the Fair Labor Standards Act (“FLSA”) and respective state laws of New York, New Jersey, Connecticut, Pennsylvania, Delaware, Maryland, Massachusetts, Rhode Island, New Hampshire and Virginia.

Although Defendants deny that they are liable or owe damages to anyone, Defendants have concluded that it is in their best interests to resolve Plaintiffs’ claims on behalf of Plaintiffs and other employees. Accordingly, Plaintiffs and Defendants have agreed to settle the action. Defendants have agreed to pay \$10,333,700 to cover the claims of any and all employees in this case as well as expenses such as attorneys’ fees and costs. The Court has not decided who is right and who is wrong. Your legal rights may be affected, and you have a choice to make now. These rights and options are summarized below and fully explained in this Notice.

¹ Only if you were employed at a Gourmet Garage since June 2019 (or since April 2022 for the Hudson Street location).

² Only if you were employed at a Fairway since May 2020.

Your legal rights may be affected. You have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you choose to participate in the settlement, you do not have to do anything. Once the settlement is approved by the Court, you will automatically receive your allocated settlement amount, subject to your endorsement of the settlement check.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt-out”) from the lawsuit you must follow the directions outlined in response to question 7 below.
OBJECT	If you wish to object to the settlement, you may write to the Court about why you believe the settlement is unfair or unreasonable. If the Court rejects your objection, you will still be bound by the terms of the settlement for claims under state law, unless you submit a valid and timely opt-out form. You will not be bound by the settlement if you opt-out of this action as described herein. If you object you may appear at the Fairness Hearing to speak to the Court about the fairness of the settlement. Refer to question 14 below.

1. Why did I receive this notice?

You have received this notice because records show that you worked for Wakefern Food Corp. or at a ShopRite, Price Rite Marketplace, The Fresh Grocer, Dearborn Markets, Gourmet Garage or Fairway supermarket at sometime between October 22, 2018 to July 13, 2023, in New Jersey, Connecticut, Pennsylvania, Delaware, Maryland, Massachusetts, Rhode Island, New Hampshire or Virginia; or October 22, 2015 to July 13, 2023 in New York (the “Relevant Class Period”).

2. What is a class action?

A class action is a lawsuit where one or more persons sue not only for themselves but also for other people who have similar claims. These other people are known as Class Members. In a class action, one court resolves the claims for all Class Members, except for those who exclude themselves from the Class.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Both sides believe they would have prevailed in the case, but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the costs, delays and uncertainties associated with a trial, and the people affected will get compensation. The Class Representatives (Yoe Rodriguez-Mendez and Steven Ramos) and the attorneys think the settlement is best for all Class Members.

4. Payment to Class

If you do nothing, you will automatically be deemed to be part of the class settlement. If you belong to the Shortfall Subclass, you will receive an amount based on actual shortfalls you experienced during the Relevant Class Period. Approximately \$969,000 of the Net Settlement Fund shall be allocated to the Shortfall Subclass. The balance of the Net Settlement Fund will be paid on an equal pro-rata basis to all Class Members, including the Shortfall Subclass.

If you would like information about the amount of your individual settlement payment, please contact Settlement Administrator as follows:

Wakefern Settlement Claims Administrator
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 516-699-2784 | Fax: 516-712-1174
Email: info@WakefernSettlement.com
www.WakefernSettlement.com

Any unclaimed funds, after being applied first to any unforeseen costs, fees and expenses related to the class settlement, shall be paid as a cy pres donation to a charity devoted to the education and job training of people with disabilities at the election of Plaintiffs’ Counsel and approved by Defendants. No amounts shall revert to Defendants.

5. Payment to Class Representative

The Settlement proposes that named Plaintiffs Yoe Rodriguez-Mendez and Steven Ramos, who each took a lead role in this Litigation and assisted in its resolution will receive a service payment of \$10,000 each (\$20,000 total), as compensation for taking a leading role in this Litigation, for their significant involvement and time in discovery, litigation, and mediation for the benefit of the Class Members.

6. Procedures

If you do nothing, you will automatically participate in the class settlement. If you want to exclude yourself, please refer to Question 7 hereto.

If the Court grants final approval of the Settlement, this action will end, and Class Members who do not opt out will release Defendants from all state law claims. This means that you cannot sue, continue to sue, or be party to any other lawsuit against Defendants regarding the state law claims. It also means that all of the Court's orders will apply to you and legally bind you.

The Release in the Settlement Agreement provides that:

- (i) **With respect to wage and hour claims under New York, New Jersey, Connecticut, Pennsylvania, Delaware, Maryland, Massachusetts, Rhode Island, New Hampshire and Virginia State law, you are releasing all of your wage and hour claims that could have been asserted at any time through the date the Court enters an order preliminarily approving the settlement, and**
- (ii) **With respect to wage and hour claims under federal law, you are releasing all of your wage and hour claims that could have been asserted at any time through the date the Court enters an order preliminarily approving the settlement.**

By not opting out of this lawsuit, you will automatically be part of the class settlement for the State law claims. By endorsing and depositing a settlement check, you will automatically be part of the collective class settlement for the federal law claims.

7. How do I exclude myself from the settlement?

If you do not want to participate in the class settlement, you must take steps to exclude yourself from this case.

If you want to exclude yourself, you must complete, sign and return the Opt-out Statement that is attached to this notice. To be effective, the Opt-out Statement must be mailed post-marked or transmitted by **September 25, 2023**, to.

Wakefern Settlement Claims Administrator
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 516-699-2784 | Fax: 516-712-1174
Email: info@WakefernSettlement.com
www.WakefernSettlement.com

If you exclude yourself from the Settlement, you will NOT be allowed to object to the settlement as described in Question 12 below.

8. If I don't exclude myself from the settlement, can I sue Defendants for the same thing later?

No. By participating in the settlement, you give up any rights to sue under federal and state law with regard to the claims brought in this case or which could have been brought in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this settlement will affect your other case. Remember, the exclusion deadline is **September 25, 2023**.

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

No. If you exclude yourself, you will not receive any money from this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants regarding these same claims.

10. Do I have a lawyer in this case?

The law firm of Lee Litigation Group, PLLC, 148 West 24th Street, 8th Floor, New York, NY 10011, has been designated as legal counsel to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged separately for these lawyers. Their fees are being paid from the total settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the service providers be paid?

Class Counsel will ask the Court to approve payment of \$3,444,566.66 (1/3 of the settlement fund established by Defendants) to them for attorneys' fees, plus additional costs and expenses to be determined. The fees would pay Class Counsel for all work that they have performed in this action including engaging in discovery, investigating the facts, litigating the case, and negotiating and overseeing the settlement.

Class Counsel will ask the Court to approve payment of \$385,000.00 as fees to Arden Claims Service LLC to administer the settlement.

12. How do I tell the Court that I don't like the settlement?

You can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement of your claims under state law unless you have submitted a valid and timely request for exclusion. To object, you must send a letter saying that you object to the settlement in *Rodriguez-Mendez, et al. v. Wakefern Food Corp., et al.*, Index No. 531455/2022. Your

statement must include all reasons for the objection and any supporting documentation in your possession. Your statement must also include your name, address, and telephone number.

If you wish to present your objection at the fairness hearing described below, you must state your intention to do so in your written objection. Your statement should be as detailed as possible otherwise the court may not allow you to present reasons for your objection at the fairness hearing that you did not describe in your written objection. You must mail the objection to the Settlement Administrator via First-Class United States Mail to the address below. Your objection will not be heard unless it is mailed to the Settlement Administrator via First Class United States Mail and post-marked by **September 25, 2023**.

Wakefern Settlement Claims Administrator
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 516-699-2784 | Fax: 516-712-1174
Email: info@WakefernSettlement.com
www.WakefernSettlement.com

The Settlement Administrator will share your objection with Class Counsel and Defendants' counsel and your objection statement will be filed with the Court.

You may not object to the settlement if you "opt-out" of the settlement of the lawsuit as described in Question 7.

13. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the settlement ("opting-out") is telling the Court that you don't want to be part of the Class. If you exclude yourself, you are not allowed to object because the case no longer affects you.

The Court will hold a hearing to decide whether to approve the settlement. Class Counsel will answer questions the Judge may have. You do not have to come to the hearing, but you are welcome to do so at your own expense.

If you send an objection, you are not required to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend. As long as you mailed your written objection on time, the Court will consider it. If you do attend the hearing, it is possible that you will not be permitted to speak unless you timely object in writing as described above and notify the Court of your intention to appear at the fairness hearing.

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

The Court will consider the fairness of the proposed settlement on or about October 19, 2023.

Specifically, the Court will consider whether the terms of the settlement are fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Court reviews the settlement and any objections, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

15. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement by asking for a copy of the Settlement Agreement by writing or calling the Settlement Administrator.