

Notice of Proposed Class Action Settlement To Snodgrass Opt-Ins

Snodgrass, et al. v. Bob Evans Farms, LLC., et al.
United States District Court for the Southern District of Ohio, Civil Action No.: 12-cv-768-PCE

This class action lawsuit may affect your rights.

- You previously joined this lawsuit which asserts that Bob Evans Farms, LLC (“Bob Evans”) failed to pay you and other Bob Evans Assistant Managers overtime that you were entitled to receive. Bob Evans denies these claims.
- The parties have reached a proposed Settlement to resolve the Litigation.
- The Court has preliminarily concluded that the Settlement appears to be fair, reasonable, and adequate and to have been the product of serious, informed, and extensive arm’s-length negotiations between the parties and has authorized the dissemination of this notice to all persons who joined the Snodgrass lawsuit referred to above.
- The Court has not found that Bob Evans did anything wrong and the Court has not yet decided whether it will approve the proposed Settlement. Rather, the Court has conditionally approved the Settlement, and the records of Bob Evans show that you may be entitled to receive an award under the Settlement.
- Your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING AND RECEIVE MONEY	As a member of the <u>Snodgrass</u> lawsuit, you will receive a Settlement Award if you do not exclude yourself from this Settlement.
ASK TO BE EXCLUDED	If you ask to be excluded by January 29, 2016, you will not receive any money or benefits. However, you keep any rights to sue Bob Evans separately about the same legal claims in this lawsuit, assuming the time period to sue has not expired. You will have to hire your own lawyer to pursue your claims in a new lawsuit.
OBJECT	If you do not ask to be excluded (that is, “opt-out”) you may object to the Settlement and/or request for attorney fees and expenses by following the instructions set forth below and submitting any objection by January 29, 2016.

- Your options are further explained in this notice.

Read On to Answer any Questions.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You joined the Snodgrass litigation claiming that you were misclassified as an exempt employee and you were owed unpaid wages for your work as an Assistant Manager at Bob Evans. The time period for this Settlement is July 3, 2010 to June 1, 2015 for the Assistant Managers who joined the Snodgrass lawsuit (the “Applicable Dates”).

This notice explains that the Court has conditionally approved a class action settlement that may affect you. You have a legal right and options you may exercise. This lawsuit is known as *Snodgrass, et al. v. Bob Evans Farms, LLC*, Civil Action No. 12-cv-768-PCE (the “Litigation”).

2. WHAT IS THE LITIGATION ABOUT?

The Litigation involves Plaintiffs’ claims that Bob Evans violated federal and certain states’ overtime laws by failing to pay overtime to Assistant Managers. As such, Plaintiffs claim that they are entitled to receive overtime compensation in all weeks during the Applicable Dates in which they worked more than 40 hours.

Bob Evans denies that it engaged in any wrongful conduct or that it violated the law in any way. Bob Evans contends that the claims asserted in the Litigation have no merit and that it would prevail in the Litigation. The parties have agreed to resolve this matter in order to avoid the uncertainty and high cost of litigation.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “Representative Plaintiffs” (in this case David Snodgrass, Jodie Franco, James Utterback, and Gregory Mackin) sue on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employees who sued – and all the Class Members like them – are called the Plaintiffs. The companies they sued (in this case Bob Evans) are called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

In connection with the Settlement described in this notice, the Court has certified a Settlement Class consisting of (i) you and the other Assistant Managers who joined the Snodgrass lawsuit and (ii) all persons employed in the Assistant Manager position for Bob Evans in Ohio from May 15, 2012 to June 1, 2015; (iii) all persons employed in the Assistant Manager position for Bob Evans in Pennsylvania from May 14, 2011 to June 1, 2015; and (iv) all persons employed in the Assistant Manager position for Bob Evans from June 1, 2012 to June 1, 2015 not otherwise identified above, but excluding those people formerly employed in the Assistant Manager position for Bob Evans who already received notice of the Snodgrass action, and who did not opt in to the Snodgrass action.

THE SETTLEMENT

4. WHAT HAS BOB EVANS AGREED TO PAY?

Bob Evans has agreed to pay money to settle the Litigation. The money that Bob Evans has offered to pay is called the “Settlement Funds.” If you participate in the Settlement, you will receive a share of the Settlement Funds based upon a formula developed by Class Counsel and Bob Evans.

5. WHAT CAN I RECEIVE?

The maximum potential amount available to pay all claims of the Representative Plaintiffs and Settlement Class Members is \$16,500,000 less (i) Class Counsel’s attorneys’ fees and costs not to exceed the total amount of \$5,587,500; (ii) an enhanced payment to the Representative Plaintiffs not to exceed \$7,500 per Representative Plaintiff; and (iii) all costs of the

Claims Administrator associated with the settlement not to exceed \$50,000. The parties agreed upon a formula to calculate settlement payments to each Class Member based upon number of weeks that you and the other Class Members worked during the Applicable Dates.

If the Judge approves the Settlement and you do not opt-out or exclude yourself from the Litigation, you will receive approximately \$____ based on the calculation described below in Response #6.

6. HOW IS MY SETTLEMENT AMOUNT CALCULATED?

The Claims Administrator will divide the number of weeks you worked as an Assistant Manager during the Applicable Dates and divide that number by the total workweeks of all other Settlement Class Members who do not request exclusion from the Litigation. The Claims Administrator will multiply that number by the net funds available for the Settlement to come up with your settlement amount.

7. DO THE REPRESENTATIVE PLAINTIFFS RECEIVE ANY ADDITIONAL PAYMENTS?

In addition to the Settlement Funds paid pursuant to the formula set forth above, Class Counsel will request that the Court authorize a payment of \$7,500 to each of the Representative Plaintiffs by Bob Evans in recognition of their service as class representatives, to be paid from the Settlement Funds. Bob Evans has agreed not to object to the payment of these sums to the Representative Plaintiffs.

CLAIMING SETTLEMENT FUNDS

8. HOW AND WHEN WILL I RECEIVE MY PORTION OF THE SETTLEMENT FUNDS?

If the Court approves the Settlement and you do not opt-out or exclude yourself, then you will receive a check in the amount of at least \$_____ as soon as possible after the Settlement is approved by the Court and that approval becomes final.

9. CAN I CONTACT THE CLAIMS ADMINISTRATOR BY TELEPHONE?

For more complete details about the Litigation and the proposed Settlement, you may **TELEPHONE** the Claims Administrator, toll free, at 1-866-302-0913.

10. WHAT IF MY ADDRESS CHANGES BEFORE THE SETTLEMENT FUNDS ARE DISTRIBUTED?

If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Claims Administrator by letter or telephone to ensure that you receive future communications about the Litigation. If the Claims Administrator does not have your correct address, you might not receive notice of important developments in the Litigation and you might not receive your share of the Settlement Funds.

YOUR RELEASE OF CLAIMS

Your legal rights may be affected if the Court confirms its preliminary certification of the Settlement Class.

11. WHAT CLAIMS ARE INCLUDED IN THE TERM SETTLED CLAIMS?

Unless you opt yourself out of the Settlement, you will release all the following claims for the time period from July 3, 2010 to June 1, 2015:

any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of any form whatsoever arising under (i) federal law before the entry of the Preliminary Approval

Order, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which have been pled in the Second Amended Complaint or could have been pled based upon the factual allegations in the Second Amended Complaint, including but not limited to any and all claims for overtime, wages, damages, penalties, liquidated damages, unpaid costs, restitution, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and all of its implementing rules and regulations and interpretive guidelines or (ii) state law before the entry of the Preliminary Approval Order, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which have been pled in the Second Amended Complaint or could have been pled based upon the factual allegations in the Second Amended Complaint, including but not limited to any and all claims for wages, overtime, damages, penalties, liquidated damages, unpaid costs, restitution, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief under the wage and hour laws of any state, or subdivision thereof, in which Bob Evans does business, including but not limited to the states of Arkansas, Delaware, Florida, Illinois, Indiana, Kansas, Kentucky, Maryland, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, whether based upon state, local, constitutional, statutory, or common law, or any other law, rule, or regulation, including but not limited to, claims under the Arkansas Minimum Wage Act, Ark. Code §§ 11-4-201 *et seq.*, 11-4-401 *et seq.*, 11-4-612; 19 Del. Code §§ 902, 907, 1102-1103, 1108; Art. X, Section 24 Florida Constitution; Florida Minimum Wage Act, Fl. Stat. § 448.110 *et seq.*; Illinois Minimum Wage Law, 820 Ill. Comp. Stat. § 105 *et seq.*; Illinois Wage Payment and Collection Act, 820 Ill. Comp. Stat. § 115 *et seq.*; Indiana Minimum Wage Law, Ind. Code § 22-2-2 *et seq.*; Ind. Code § 22-2-5-1 *et seq.*; Kansas Minimum Wage and Maximum Hours Law, Kan. Stat. Ann. § 44-1201 *et seq.*; Kansas Wage Payment Law, Kan. Stat. Ann. § 44-313 *et seq.*; the Kentucky Wage Hour Act, Ky. Rev. Stat., Ch. 337; Maryland Wage and Hour Law, Md. Lab. and Emp. Code Ann. § 3-400 *et seq.*; Maryland Wage Payment and Collection Law, Md. Lab. and Emp. Code Ann. §§ 3-500 *et seq.* 3-305, 3-424; Michigan Workforce Opportunity Wage Act, Mich. Comp. Laws § 408.411 *et seq.*; Michigan, Minimum Wage Law, Mich. Comp. Laws § 408.381 *et seq.*; Michigan Payment of Wages and Fringe Benefits Act, Mich. Comp. Laws § 408.471 *et seq.*; Mo. Rev. Stat. §§ 290.080, 290.110, 290.505; New Jersey Wage and Hour Law, N.J. Stat. Ann. § 34:11-56a *et seq.*; Art. I. Para. 23 New Jersey Constitution; New Jersey Wage Payment Law, N.J. Stat. Ann. § 34:11-4.1 *et seq.*; New York Hosp. Ind. Wage Order, 12 NYCRR 146; New York Minimum Wage Act, N.Y. Code Art. 19; New York Payment of Wages, N.Y. Code Art. 6; North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1 *et seq.*; the Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code Chapter 4111; Section 34a, Article II Ohio Constitution; Ohio Rev. Code § 4113.15; Pennsylvania Minimum Wage Act, 43 Penn. Stat. § 333.101 *et seq.*; Pennsylvania Wage Payment and Collection Law, 43 Penn. Stat. § 260.1 *et seq.*; 43 Penn. Stat. § 251; S.C. Stat. §§ 41-10-30, 41-10-50; Tennessee Wage Regulations Act, Tenn. Code § 50-2-103; Virginia Minimum Wage Act, Code of Va. § 40.1-28.8 *et seq.*; Virginia Wage Payment Law, Code of Va. § 40.1-29; West Virginia Minimum Wage and Maximum Standard Hours, W. Va. Code § 21-5C-1 *et seq.*; West Virginia Wage Payment and Collection Act, W. Va. Code § 21-5-1 *et seq.*; and all of their implementing rules and regulations and interpretive guidelines, and all claims for penalties or restitution relating to or derivative of any or all of those laws.

The Court has, until the Settlement Fairness Hearing, enjoined any other action a Settlement Class Member may be pursuing against any Defendant to the extent that it is asserting any of the Settled Claims described above unless the Settlement Class Member opts out of the Litigation.

THE LAWYERS REPRESENTING YOU

12. DO I HAVE A LAWYER IN THIS CASE?

The Court decided that the following law firms represent the Settlement Class and are qualified to do so as Class Counsel:

Klafter Olsen & Lesser LLP
Two International Drive, Ste. 350
Rye Brook, NY 10573
(914) 934-9200
www.klafterolsen.com

Shavitz Law Group, P.A.
1515 S. Federal Highway, Ste. 404
Boca Raton, FL 33432
(561) 447-8888
www.shavitzlaw.com

Landskroner Grieco Merriman, LLC
1360 W. 9th St., Suite 200
Cleveland, OH 44113
(216) 522-9000
www.teamlgm.com

Migliaccio Law Firm, PLLC
438 16th St. SE
Washington, DC 20003
(202) 470-3520
www.classlawdc.com

Whitfield Bryson & Mason LLP
1625 Massachusetts Ave. NW
Suite 605
Washington, DC 20036
202-429-2290
www.wbmlp.com

These law firms are experienced in handling similar cases and believe this Settlement represents an excellent result for you and the other Settlement Class Members.

13. DO I NEED TO GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

14. HOW WILL CLASS COUNSEL AND THE CLAIMS ADMINISTRATOR BE PAID?

At the Final Approval Hearing, or at such other time as the Court may direct, Class Counsel intends to apply to the Court for an award of attorneys' fees of one third of the total settlement amount plus costs for a total amount of \$5,587,500. Bob Evans has agreed to pay up to this amount subject to Court approval.

The parties also have agreed that Garden City Group, LLC will serve as the Claims Administrator of the Settlement. The fees and costs of the Claims Administrator will be paid by Bob Evans and will be subtracted from the maximum amount available to pay all claims of the Representative Plaintiffs and Class Members, as discussed in Section 5 of this notice. The Claims Administrator's fees and costs in connection with the Settlement will be \$50,000.

ALTERNATIVES

You have alternatives to doing nothing and accepting the Settlement Funds.

15. MAY I CHOOSE NOT TO PARTICIPATE IN THE SETTLEMENT?

Yes, you may **CHOOSE NOT TO BE A MEMBER** of the Settlement Class. To do so, you must follow the procedure below to exclude yourself from the Settlement Class, that is "opt-out," if you do not wish to be a member of the Settlement Class. If you opt-out, you will not receive any of the benefits under the Settlement, but your rights, if any, to sue the Released Persons will not be barred by the Settlement. If you decide to opt-out, you must send a letter saying so to Garden City Group, LLC, Snodgrass v. Bob Evans Farms, LLC, c/o GCG, P.O. Box 9349, Dublin, OH 43017-4249; to Bob Evans's Counsel, Mark A. Knueve, Vorys, Sater, Seymour and Pease LLP, P.O. Box 1008, Columbus, OH 43216-1008; and to Class Counsel, Seth R. Lesser, Klafter Olsen & Lesser LLP, Two International Drive, Ste. 350, Rye Brook, NY 10573 or Gregg I. Shavitz, 1515 S. Federal Highway, Ste. 404, Boca Raton, FL 33432.

QUESTIONS? PLEASE CALL TOLL-FREE 1-866-302-0913

16. WHAT MUST THE OPT-OUT LETTER INCLUDE?

The opt-out letter must (a) contain a reference to *Snodgrass, et al. v. Bob Evans Farms, LLC*, United States District Court for the Southern District of Ohio, Civil Action No. 12-cv-768-PCE; (b) include the name, address, telephone number, Social Security number, and dates of employment of the person seeking to be excluded; (c) include a statement that the person wishes to be excluded from the Settlement Class; (d) be signed personally by the person who seeks to be excluded from the class or their authorized representative; and (e) be postmarked by January 29, 2016.

17. MAY I OPPOSE THE SETTLEMENT WITHOUT OPTING-OUT?

Yes, you may **OPPOSE OR OBJECT** to the proposed Settlement of the Litigation or any aspect of it that you think is unfair so long as you do not opt-out of the Litigation. **The Court will hold a hearing on February 18, 2016 at 10:00 am in the United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, OH 43215, to determine whether the proposed Settlement of the Litigation should be approved.** Each Class Member who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or any incentive awards to Representative Plaintiffs, shall provide to Class Counsel and Defendant's Counsel, so as to be postmarked no later than January 29, 2016, a written statement of the objection, as well as the specific reasons, if any, for each objection, including any legal support you wish to bring to the Court's attention and any evidence you wish the Court to consider in support of any objections. You must also file the objection with the Court by January 29, 2016. If you also intend to appear at the hearing, you must also include notice of your intent to appear with your objection.

If you request to opt-out of the Litigation, you may not object to the proposed Settlement or any part thereof.

18. WHAT DOES MY OBJECTION NEED TO INCLUDE?

All written objections must be signed by the Settlement Class Member and must include: (1) the Settlement Class Member's name, address, and telephone number; (2) a statement of the objection(s) and any supporting evidence and/or legal support the Class Member wishes the Court to consider; and (3) the case name and number of the Litigation.

GETTING MORE INFORMATION

19. ARE MORE DETAILS AVAILABLE?

Yes, if you believe that you need more details in order to make a decision, you can call the Claims Administrator, Garden City Group, LLC toll-free at 1-866-302-0913 or visit www.gardencitygroup.com/cases-info/bef.

20. CAN I EXAMINE THE COURT'S FILE?

Yes, you may **EXAMINE THE COURT'S FILE** in the clerk's office at the United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, OH 43215.

21. CAN I SPEAK TO CLASS COUNSEL?

Yes, for more complete details about the Litigation and the proposed Settlement, or if you want to review the Settlement Agreement, you may **WRITE** to, **EMAIL** or **TELEPHONE** the Class Counsel at their contact information in paragraph 12, above.

PLEASE DO NOT CONTACT THE JUDGE

QUESTIONS? PLEASE CALL TOLL-FREE 1-866-302-0913