

**NOTICE OF CLASS ACTION SETTLEMENT**

**You may be eligible for a payment from a class action settlement relating to Qdoba Restaurant Corporation’s hiring practices.**

***A Washington State Superior Court authorized this Notice. You are not being sued.  
This is not a solicitation from an attorney.***

- An applicant for employment, Destinee Moliga (“Plaintiff” or “Class Representative”), filed a lawsuit against Qdoba Restaurant Corporation (“Defendant,” and collectively with Plaintiff, the “Parties”) on behalf of herself and a class of similarly situated individuals. The lawsuit, *Moliga v. Qdoba Restaurant Corporation*, Case No. 23-2-11540-6 SEA (the “Lawsuit”) is currently pending in King County Superior Court. Plaintiff claimed in the Lawsuit that Defendant’s job postings for open positions in Washington did not disclose the wage scale or salary range being offered. Defendant disputes Plaintiff’s claims and contends it has not violated any law and Plaintiff’s claims are without merit.
- The Court has not made any determinations regarding the merits of the Plaintiff’s claims and it has not decided whether Defendant violated the law.
- The Parties to the Lawsuit have reached a proposed Class Action Settlement. The proposed Class Action Settlement includes a maximum payment by Defendant of \$3,800,000 (“Maximum Settlement Fund”). On April 10, 2024, the Court issued an Order preliminarily approving the Class Action Settlement and authorizing the Settlement Administrator, CAC Services Group, LLC (“Settlement Administrator”), to issue this Notice and Claim Form.
- You are receiving this Notice because Defendant’s records indicate you are eligible to participate in the Class Action Settlement as a member of the Settlement Class. “Settlement Class Members” include “All individuals who, from January 1, 2023, through April 10, 2024, applied for a job opening in the State of Washington with the Defendant Qdoba Restaurant Corporation, where the job posting did not disclose the wage scale or salary range for the position.”
- The Court still has to decide whether to approve the Class Action Settlement. No settlement benefits or payments will be provided unless the Court approves the Class Action Settlement and it becomes final.
- Please read this Notice carefully. Your legal rights are affected regardless of whether you act or do not act. For complete details, please see the Settlement Agreement, the terms of which control, available at [www.QdobaWASettlement.com](http://www.QdobaWASettlement.com).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you are eligible to receive a payment from this settlement. The deadline to submit a Claim Form is <b>June 14, 2024</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you request to be excluded, you will no longer be in the Settlement Class and will not receive a settlement payment. This is the only option that allows you to keep any right to sue Defendant about the same legal claims in this Lawsuit. The deadline to request exclusion from the settlement is <b>June 14, 2024</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court explaining why you do not agree with the settlement. You must not exclude yourself from the settlement if you wish to object. The deadline to object is <b>June 14, 2024</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>July 12, 2024, at 10:00 A.M. via Zoom</b> .
<b>DO NOTHING</b>	If you do nothing, you will remain in the Settlement Class, but will forfeit the opportunity to receive any compensation and give up any right to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit.

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the settlement. This Notice explains the Lawsuit, the Class Action Settlement Agreement (“Settlement Agreement”), and your legal rights.

Judge Kristin Richardson of King County Superior Court is overseeing this class action. The case is titled *Moliga v. Qdoba Restaurant Corporation*, Case No. 23-2-11540-6 SEA.

Destinee Moliga is the Plaintiff or Class Representative. The company she sued, Qdoba Restaurant Corporation, is the Defendant.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. Together, this group is called a “Class.” In a class action, the court resolves the issues for all individuals of the Class, or “Class Members”, except those who exclude themselves from the class.

### 3. What is this lawsuit about?

Plaintiff claims that Defendant violated Washington law, RCW 49.58.110, when it did not disclose the wage scale or salary range being offered on job postings for open positions.

Defendant denies that it is or can be held liable for the claims made in the Lawsuit. More information about the Lawsuit can be found in the “Court Documents” section of the Settlement Website at [www.QdobaWASettlement.com](http://www.QdobaWASettlement.com).

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this settlement to avoid the uncertainty, risk, and expense of ongoing litigation. That way, the Settlement Class Members will receive compensation now rather than years later, if ever. The Plaintiff and Class Counsel, attorneys for the Settlement Class Members, agree that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Defendant.

### 5. How do I know if I am in the Settlement Class?

Defendant’s records show you are part of the Settlement Class because you applied for a job opening in Washington with the Defendant between January 1, 2023, and April 10, 2024 (the “Settlement Class Period”) where the job posting did not disclose the wage scale or salary range for the position.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **1-866-602-2260**, emailing [info@cacsg.com](mailto:info@cacsg.com), or by visiting the Settlement Website at [www.QdobaWASettlement.com](http://www.QdobaWASettlement.com).

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

All Settlement Class Members who submit a timely, valid Claim Form are eligible to receive an equal share of the Class Fund. Your estimated payment amount is on the Claim Form you received with this Notice.

Settlement payments will be characterized as non-wage damages and interest (1099).

## 7. How do I receive a payment?

To qualify for a settlement payment, you must complete the enclosed Claim Form and submit it by mail, **postmarked on or before June 14, 2024**, to:

CAC Services Group, LLC  
6420 Flying Cloud Drive, Suite 101  
Eden Prairie, MN 55344

Claims are subject to a verification process. **All Claim Forms must be postmarked on or before June 14, 2024.**

To ensure you receive your payment, you **must** contact the Settlement Administrator if your address or phone number changes at any time. The Settlement Administrator may be contacted at:

CAC Services Group, LLC  
6420 Flying Cloud Drive, Suite 101  
Eden Prairie, MN 55344  
Phone: (866) 602-2260  
Email: info@cacs.com

## 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **July 12, 2024, at 10:00 A.M.** If the Court approves the settlement, eligible Settlement Class Members who submit a timely, valid Claim Form will be mailed a check after all appeals and other reviews, if any, are completed. Please be patient. All checks will expire and become void 121 days after the date of issuance.

## 9. Will Defendant retaliate against me if I participate in the settlement?

No. Defendant supports the settlement and will not retaliate in any way against any Settlement Class Member for participating in the settlement. Your decision to participate, not participate, or object to the settlement will not affect any application for employment with Defendant or Defendant's treatment of you as a current or former employee.

## THE ATTORNEYS REPRESENTING YOU

## 10. Do I have an attorney in this case?

Yes, the Court appointed Timothy W. Emery, Patrick B. Reddy, and Paul Cipriani of Emery Reddy, PLLC as Class Counsel to represent the Settlement Class. Their contact information is:

Timothy W. Emery  
Patrick B. Reddy  
Paul Cipriani  
Emery Reddy, PLLC  
600 Stewart Street, Suite 1100  
Seattle, WA 98101  
Phone: (206) 442-9106

**Should I get my own attorney?** You do not need to hire your own attorney because Class Counsel is working on your behalf. Class Counsel is experienced in handling similar class action cases, and can address any questions you may have. You will not be charged by Class Counsel. You can ask your own attorney to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

## 11. How will Class Counsel and the Class Representative be paid?

Class Counsel will ask the Court to approve, and Defendant agrees not to oppose, an award of attorneys' fees and costs in the amount of \$1,121,000, to be paid from the Maximum Settlement Fund. Class Counsel will also request a service award for

Plaintiff in the amount of \$20,000, to be paid from the Maximum Settlement Fund. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiff. The Court may award less than the amounts requested. Whether the settlement will be finally approved does not depend on whether, or how much, the Court awards in attorneys' fees, costs, and expenses or service award.

## YOUR RIGHTS AND OPTIONS

### 12. What claims do I give up by participating in this settlement?

If the Court approves the settlement, it will enter a final judgment dismissing the Lawsuit "with prejudice." This means that the claims in the Lawsuit will be permanently dismissed. Specifically, Defendant will be "released" from claims as described in Paragraph 19 of the Settlement Agreement, which states:

Upon final approval of this Settlement Agreement by the Court, each Participating Class Member who does not submit a timely request exclusion in accordance with the procedures set forth in Paragraph 15(a) will release (i) Defendant and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies and benefit plans, or any other entity with an interest in or obligation regarding Defendant's liabilities, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties") from all claims during the Settlement Class Period that were or could have been asserted against Defendant by Plaintiff and members of the Settlement Class based on the facts and claims asserted in Plaintiff's Complaint, including any claims under any state, federal, or local law, to the fullest extent permitted by law (the "Released Class Claims").

By being part of the settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendant or other Released Parties as described in the Settlement Agreement for any released claims. Participating in the settlement does not, however, waive claims outside the release.

Any potential Settlement Class Member who does not request exclusion by the applicable deadline will be a Settlement Class Member and will be considered to have accepted the above release, and to have waived any and all of the released claims against the Released Parties. Any potential Settlement Class Member who requests exclusion by the applicable deadline is not a Settlement Class Member, will not be subject to the release, and will not receive any payment.

### 13. What happens if I do nothing?

If you do nothing, you will receive no payment under the settlement. You will still be in the Settlement Class, and, if the Court approves the settlement, you will be bound by all orders and judgments of the Court, the Settlement Agreement, and its included release. You will be deemed to have participated in the settlement and will be subject to the provisions of Section 12 above. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this settlement.

### 14. What happens if I request to be excluded?

If you submit a timely, valid request for exclusion from the settlement, you will receive no benefits or payment. You will not be in the Settlement Class, you will not release claims against Defendant, and you will not be legally bound by the Court's judgments in this Lawsuit.

### 15. How do I request to be excluded?

To request to be excluded from the settlement, you must send a letter, postmarked no later than **June 14, 2024**, to the Settlement Administrator at the following address:

CAC Services Group, LLC  
6420 Flying Cloud Drive, Suite 101  
Eden Prairie, MN 55344

To be considered valid, a request for exclusion **must** include: (i) your full name; (ii) your address; (iii) a statement that you wish to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Moliga v. Qdoba Restaurant Corporation*, Case No. 23-2-11540-6 SEA."); and (iv) your (or your attorney's) signature and date signed.

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own request for exclusion. Group requests for exclusion are not permitted.

**16. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this settlement, even if you do nothing.

**17. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

**18. How do I object to the settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you disagree with it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the settlement in *Moliga v. Qdoba Restaurant Corporation*, Case No. 23-2-11540-6 SEA, no later than **June 14, 2024**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to King County Superior Court at the following address:

King County Superior Court  
516 Third Avenue, Room E-609  
Seattle, WA 98104

If you are represented by an attorney, the attorney may file your objection through the Court's e-filing system.

To be valid, your objection must be in writing and include: (i) your full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reasons why you object to the settlement; (iv) the name and address of your attorney, if you have one; (v) a statement confirming whether you or your attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which you (directly or through an attorney) have filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case name, court, and docket number, of all other cases in which your attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) your or your attorney's signature and date signed.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to Class Counsel and Defendant's attorneys at the addresses listed below, postmarked no later than **June 14, 2024**:

<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Timothy W. Emery Patrick B. Reddy Paul Cipriani <b>Emery Reddy, PLLC</b> 600 Stewart Street Suite 1100 Seattle, WA 98101	Catharine M. Morisset Ryan R. Jones <b>Fisher &amp; Phillips LLP</b> 1700 Seventh Avenue, Suite 2200 Seattle, WA 98101

**19. What's the difference between objecting and excluding myself from the settlement?**

Objecting simply means telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**20. When and where will the Court hold a hearing on the fairness of the settlement?**

The Court will hold the Final Approval Hearing on **July 12, 2024, at 10:00 A.M. via Zoom**. If you wish to attend, please use the following information:

Meeting URL: <https://kingcounty.zoom.us/j/86148887394>  
Meeting ID: 861 4888 7394  
Passcode: 596746

The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service award for Plaintiff.

**Note:** The date and time of the Final Approval Hearing is subject to change by Court order. Any changes will be posted to the Settlement Website, [www.QdobaWASettlement.com](http://www.QdobaWASettlement.com), and through the Court's publicly available docket. You should check the Settlement Website to confirm that the date and time have not changed.

**21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to come to the hearing to talk about it. As long as your written objection was filed and mailed on time, and meets the other criteria described in the settlement, the Court will consider it. You may also pay an attorney to attend on your behalf at your own expense, but you do not have to.

**22. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

**GETTING MORE INFORMATION**

**23. Where can I get additional information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at [www.QdobaWASettlement.com](http://www.QdobaWASettlement.com). You may contact the Settlement Administrator by phone, email, or in writing at:

CAC Services Group, LLC  
6420 Flying Cloud Drive, Suite 101  
Eden Prairie, MN 55344  
Phone: (866) 602-2260  
Email: [info@cacsg.com](mailto:info@cacsg.com)

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**