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F I L E D
San Diego Superior Court

FEB 28 2025

Clerk of the Superior Court
By: K. Sorianosos, Deputy

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 MANUEL VIDRIO, an individual, on behalf of
16 himself, and on behalf of all persons similarly
17 situated,

18 Plaintiffs,

19 v.

20 HARVEST SHERWOOD FOOD
21 DISTRIBUTORS, INC., a Delaware
corporation; HARVEST MEAT COMPANY,
22 INC., a Delaware corporation; and DOES 1-50,
Inclusive,

23 Defendants.

Case No: 37-2022-00039626-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 28, 2025

Time: 9:10 a.m.

Judge: Hon. Judy S. Bae

Dept.: C-62

1 This matter having come before the Honorable Judge Judy S. Bae of the Superior Court of the
2 State of California, in and for the County of San Diego, at 9:10 a.m. on February 28, 2025, with the
3 attorneys from the JCL Law Firm, APC and Zakay Law Group, APLC, as counsel for Plaintiff Manuel
4 Vidrio (“Plaintiff”), and counsel from McDermott Will & Emery LLP appearing for Defendants
5 Harvest Sherwood Food Distributors, Inc. and Harvest Meat Company, Inc. (hereinafter “Defendants”).
6 The Court, having carefully considered the briefs, argument of counsel and all the matters presented to
7 the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of
8 Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation for Class and PAGA Action Settlement
11 and Release of Claims (“Agreement” or “Settlement Agreement”), a true and correct copy of which is
12 attached to the Declaration of Jean-Claude Lapuyade, Esq. as **Exhibit 1**. This is based on the Court’s
13 determination that the Settlement Agreement is within the range of possible final approval, pursuant to
14 the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
15 rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). It appears
20 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks a Class Counsel Fees Payment and Class Counsel Expenses Payment in
7 the amount not of not more than One Hundred Thirteen Thousand, Three Hundred Thirty-Three Dollars
8 and Thirty-Three Cents (\$113,333.33), comprised of one-third of the Gross Settlement Amount for
9 attorney's fees, currently estimated to be Eighty Three Thousand Three Hundred Thirty-Three Dollars
10 and Thirty-Three Cents (\$83,333.33) *and* litigation expenses not to exceed Thirty Thousand Dollars
11 and Zero Cents (\$30,000.00), and proposed Enhancement Award of not more than Seven Thousand
12 Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. While these awards appear to be within
13 the range of reasonableness, the Court will not approve the Class Counsel Fees Payment, Class Counsel
14 Expenses Payment, or Enhancement Award until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
16 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
17 other proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 All current and former non-exempt drivers employed by Defendants in
20 California ("Class") who worked at any time during the period beginning
21 October 4, 2018 through June 1, 2024. ("Class Period").

22 7. "Aggrieved Employees" means all current and former non-exempt employees employed
23 by Defendants in California who worked at any time during the PAGA Release Period.

24 8. "PAGA Period" means the period beginning between September 15, 2022, to June 1,
25 2024.

26 9. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
28 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)

1 common questions of law and fact predominate, and there is a well-defined community of interest
2 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
3 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
4 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
5 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
6 to act as counsel for the Class Representative in his individual capacity and as the representative of the
7 Class Members.

8 10. The Court provisionally appoints Plaintiff Manuel Vidrio as the Representative of the
9 Class.

10 11. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
11 and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

12 12. The Court hereby approves, as to form and content, the proposed Notice of Pendency of
13 Class Action Settlement and Final Hearing Date (“Notice Packet” or “Notice”) attached to the
14 Agreement as **Exhibit “A”**. The Court finds that the Notice Packet appears to fully and accurately
15 inform the Class Members and Aggrieved Employees of all material elements of the proposed
16 Settlement, including the right of any Class Member to be excluded from the Class by submitting a
17 written request for exclusion, and of each Class Member’s right and opportunity to object to the
18 Settlement. The Court further finds that the distribution of the Notice Packets substantially in the
19 manner and form set forth in the Agreement and this Order meets the requirements of due process, is
20 the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all
21 persons entitled thereto. The Court orders the mailing of the Notice Packets by first class mail, pursuant
22 to the terms set forth in the Agreement.

23 13. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
24 ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement
25 Administrator with the Class Data, including information regarding Class Members that Defendants
26 will in good faith compile from its records, including each Class Member’s full name, last-known
27 mailing address, Social Security number, and start and end dates of employment as an hourly-paid or
28 non-exempt employee. No later than twenty-one (21) calendar days after preliminary approval, the

1 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class
2 U.S. Mail.

3 14. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
6 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
7 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
8 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
9 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
10 opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
11 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
12 comment thereon. Class Members who have not requested exclusion shall be bound by all
13 determinations of the Court, the Agreement, and Judgment.

14 15. Any Class Member who has not opted out may appear at the final approval hearing and
15 may object or express the Class Member's views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
17 by the Court as provided in the Notice Packet. Class Members will have forty-five (45) calendar days
18 from the date the Settlement Administrator mails the Notice Packet to postmark their written objections
19 to the Settlement Administrator.

20 16. A final approval hearing shall be held before this Court on August 29, 2025 at 9:10
21 AM in Department C-62 of the San Diego County Superior Court to determine all necessary matters
22 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
23 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
24 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
25 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
26 to the Class; and to finally approve the Class Counsel Fees Payment and Class Counsel Expenses
27 Payment, Class Representative Payment, and the Administration Costs. All papers in support of the
28 motion for final approval and the motion for Class Counsel Fees Payment and Class Counsel Expenses

1 Payment, and Class Representative Payment shall be filed with the Court and served on all counsel no
2 later than 16 court days prior to the Final Approval Hearing.

3 17. In the event the Settlement does not become effective in accordance with the terms of the
4 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
5 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
6 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
7 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
8 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
9 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
10 is not approved.

11 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
12 and all dates provided for in the Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14
15
16 Dated:

2/28/2025



JUDGE OF THE SUPERIOR COURT
JUDY S. BAE

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Manuel Vidrio v. Harvest Sherwood Food Distribution, et al., San Diego County Superior Court Case No. 37-2022-00039626-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Harvest Sherwood Food Distributors, Inc. and Harvest Meat Company, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by a former employee Manuel Vidrio (“Plaintiff”) seeking (1) to represent a class of **hourly drivers** who worked for Defendants in California during the Class Period (October 4, 2018 through June 1, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for **all hourly employees** who worked for Defendants in California during the PAGA Period (September 15, 2022, to June 1, 2024) (“Aggrieved Employees”).

You may be a Class Member, Aggrieved Employee, or both.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class Payment, if any, is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment, if any, is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors.

If no amount is stated for your Individual Class Payment, then according to Defendants’ records, you are not an eligible Class Member because you were not employed as an hourly driver in California during the Class Period and therefore are not eligible for an Individual Class Payment under the Settlement. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work as an hourly employee in California during the PAGA Period.

The above estimates are based on Defendants’ records showing that you worked [REDACTED] workweeks during the Class Period (if no workweeks are stated then you are not an eligible Class Member) and you worked [REDACTED] workweeks during the PAGA Period (if no workweeks are stated then you are not an eligible Aggrieved Employee). If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you are an eligible **Class Member** meaning that you worked for Defendants as an hourly driver in California during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. If you do nothing, though, you will give up your right to assert Class Period wage claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants.

If you are an eligible **Aggrieved Employee** meaning that you worked for Defendants as an hourly employee in California during the PAGA Period, you do not have to do anything and remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|--|---|
| <p>Do Nothing and Receive a Payment</p> | <p>If you are an eligible Class Member and do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered in this Settlement (Released Claims, defined below).</p> <p>If you are an eligible Aggrieved Employee, you do not have to do anything and remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement, and you will give up your right to assert PAGA penalties against Defendants that are covered in this Settlement (Released PAGA Claims, defined below).</p> |
| <p>Exclude Yourself from the Class Settlement but Not the PAGA Settlement</p> <p>The Request for Exclusion Deadline is _____</p> | <p>If you are an eligible Class Member and wish to exclude yourself from the Class Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Class Settlement. Instructions are set forth below.</p> <p>If you are an eligible Aggrieved Employee, you cannot request to be excluded from the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.</p> |
| <p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p> | <p>If you are a Participating Class Member (Class Members who did not request to be excluded), you may write to the Court about why you believe the settlement should not be approved. Directions are provided below.</p> <p>If you are an eligible Aggrieved Employee, you cannot object to the PAGA portion of the proposed Settlement.</p> |

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Manuel Vidrio (Plaintiff) and Defendants Harvest Sherwood Food Distributors, Inc. and Harvest Meat Company, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Notice because you have been identified as either:

- **a Class Member, which is defined as:** All current and former non-exempt drivers employed by Defendants in California who worked at any time during the period from October 4, 2018 through June 1, 2024

AND/OR

- **an Aggrieved Employee, which is defined as:** All current and former non-exempt employees employed by Defendants in California who worked at any time during the period from September 15, 2022 through June 1, 2024

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 4, 2022, Plaintiff Manuel Vidrio filed the original Complaint, alleging claims for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); and (7) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*). On September 17, 2024 Plaintiff Manuel Vidrio filed the First Amended Complaint, which added an Eighth cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) (“PAGA”).

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Plaintiff on behalf of himself, Class Members, and Aggrieved Employees are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 8, 2024, the Parties participated in an all-day mediation with Monique Ngo-Bonnici, Esq., a mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount

includes the payment of all Individual Class Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the PAGA Payment, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,250.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$83,333.33) and Attorneys' Costs of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Manuel Vidrio, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$25,0000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$18,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,250.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Individual Class Payments to Participating Class Members. After all the above payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Individual Class Payment for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked and earned wages at least one-day during any such workweek.
- Calculation of Individual PAGA Payments to Aggrieved Employees. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants and performed work in California during the PAGA Period. The PAGA Period means the period between September 15, 2022, to June 1, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment and/or Individual PAGA Payment to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Settlement Payment is allocated to interest, penalties, and other non-wage payments (“Penalty and Interest Portion”). Each Participating Class Member will be issued an Internal Revenue Service Form 1099 for the Penalty and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the Individual PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual PAGA Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members and/or Aggrieved Employees may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members and/or Aggrieved Employees may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Participating Class Members’ Released Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released Class Claims for the Class Period. Released Class Claims means the claims being released by the Settlement Class Members of all class claims alleged in the Action or all claims that reasonably could have been alleged based on the factual allegations contained in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers’ compensation.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

Aggrieved Employees’ Released PAGA Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the Plaintiff and the Aggrieved Employees, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Plaintiff and Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall be precluded from bringing claims against Defendants for the Released PAGA Claims. Released PAGA Claims means all PAGA claims alleged in the Action and Plaintiff’s PAGA notice to the LWDA or all PAGA claims that reasonably could have been alleged based on the factual allegations contained in the Action

and notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

5. How much will my payment be?

Defendants' records reflect that you have << _____ >> Workweeks worked during the Class Period (October 4, 2018 through June 1, 2024).

Based on this information, your estimated Individual Class Payment is << _____ >>.

If no amount is stated for your Individual Class Payment, then according to Defendants' records, you are not an eligible Class Member because you were not employed as an hourly driver in California during the Class Period and therefore are not eligible for an Individual Class Payment under the Settlement.

Defendants' records reflect that you have << _____ >> pay periods worked during the PAGA Period (September 15, 2022 through June 1, 2024).

Based on this information, your estimated Individual PAGA Payment is << _____ >>.

If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work as an hourly employee in California during the PAGA Period.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and/or Individual PAGA Payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

7. What if I don't want to be a part of the Settlement?

If you are a Class Member, you will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Manuel Vidrio v. Harvest Sherwood Food Distribution, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00039626-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. Class Members who are also Aggrieved Employees and who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Manuel Vidrio v. Harvest Sherwood Food Distribution, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00039626-CU-OE-CTL. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

If you are a Class Member, to object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Aggrieved Employees cannot object to the PAGA portion of the proposed Settlement.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
 JCL Law Firm, APC
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Tel.: (619) 599-8292
 Fax: (619) 599-2891
 E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

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Counsel for Defendants:

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 Laurie Baddon, Esq.
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 E-Mail: ygallegos@mwe.com
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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Diego County Superior Court, Department XX, located at XXXXXX before Judge XXXX. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Manuel Vidrio v. Harvest Sherwood Food Distribution, et al., currently pending in Superior Court of San Diego, Case No. 37-2022-00039626-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o [REDACTED].

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Class Payment and/or Individual PAGA Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.