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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16 **IN AND FOR THE COUNTY OF SAN DIEGO**

17 MANUEL VIDRIO, an individual, on behalf of
 18 himself, and on behalf of all persons similarly
 19 situated,

20 Plaintiff,

21 v.

22 HARVEST SHERWOOD FOOD
 23 DISTRIBUTORS, INC., a Delaware
 24 corporation; HARVEST MEAT COMPANY,
 25 INC., a Delaware corporation; and DOES 1-50,
 26 Inclusive,

27 Defendants.

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

[Complaint Filed: October 4, 2022]

**STIPULATION OF SETTLEMENT OF
 CLASS AND PAGA ACTION CLAIMS
 AND RELEASE OF CLAIMS**

Judge: Hon. Judy S. Bae
 Dept. 62

1 **ZAKAY LAW GROUP, APLC**
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8 Attorneys for PLAINTIFF

9 This Stipulation of Settlement of Class and PAGA Action and Release of Claims is entered into
10 by and between Plaintiff MANUEL VIDRO (hereinafter “Plaintiff”), an individual, on behalf
11 of the Settlement Class, and in his representative capacity on behalf of the State of California
12 and the Aggrieved Employees, and Defendants HARVEST SHERWOOD FOOD
13 DISTRIBUTORS, INC. and HARVEST MEAT COMPANY, INC. (hereinafter collectively
14 referred to as “Defendants”):

15 **I. DEFINITIONS**

- 16 A. “Action” shall mean the putative Class and PAGA action lawsuit designated
17 *Manuel Vidrio v. Harvest Sherwood Food Distributors, Inc. et. Al.*, San Diego
18 County Superior Court, Case No. 37-2022-00039626-CU-OE-CTL, filed October
19 4, 2022 and amended July/August 2024.
- 20 B. “Administration Costs” shall mean the amount paid to the Settlement
21 Administrator from the Gross Settlement Amount for administering the
22 Settlement pursuant to this Agreement currently estimated not to exceed
23 \$7,250.00.
- 24 C. “Aggrieved Employees” means all current and former non-exempt employees
25 employed by Defendants in California who worked at any time during the PAGA
26 Release Period.
- 27 D. “Aggrieved Employee Payment” means 25% of the PAGA Payment allocated
28 from the Gross Settlement Amount and to be distributed to the Aggrieved
Employees on a pro-rata share.

- 1 E. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
2 Class and PAGA Action Claims and Release of Claims.
- 3 F. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to
4 be paid to Class Counsel for the expenses they have incurred of up to \$30,000.00.
- 5 G. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
6 Class Counsel for the services they have rendered to Plaintiff and the Settlement
7 Class in the Action, currently not to exceed one-third of the Gross Settlement
8 Amount currently estimated to be \$83,333.33 out of \$250,000.00. Attorneys’
9 fees will be divided between Class Counsel as follows: 50% to JCL Law Firm,
10 APC, and 50% to Zakay Law Group, APLC.
- 11 H. “Class” or “Class Members” shall mean all current and former non-exempt drivers
12 employed by Defendants in California who worked at any time during the Class
13 Period.
- 14 I. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
15 and Shani Zakay of Zakay Law Group, APLC.
- 16 J. “Class Data” means information regarding Class Members currently in
17 Defendants’ possession. It shall be formatted as a Microsoft Excel spreadsheet
18 and shall include: each Class Member’s full name; last known mailing address;
19 Social Security Number; start dates and end dates of employment, including start
20 dates and end dates of leaves of absence, during the Class Period and PAGA
21 Period.
- 22 K. “Class Period” means the period between October 4, 2018, through June 1, 2024.
- 23 L. “Class Representative” shall mean Plaintiff Manuel Vidrio.
- 24 M. “Court” means the Superior Court for the State of California, County of San Diego
25 currently presiding over the Action.
- 26 N. “Defendants” mean Harvest Sherwood Food Distributors, Inc. and Harvest Meat
27 Company, Inc.

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- 1 O. “Effective Date” means the later of either (1) 45 days following the Court’s entry
2 of an order granting final approval of the settlement, or (2) if a timely appeal is
3 made, the date of the final resolution of that appeal and any subsequent appeals
4 resulting in final judicial approval of the settlement.
- 5 P. “Enhancement Award” means an award in the amount of \$7,500.00 or an amount
6 that the Court authorizes to be paid Plaintiff, Manuel Vidrio, in recognition of his
7 efforts and risks in assisting with the prosecution of the Action. Plaintiff will
8 assume full responsibility and liability for any and all taxes owed on his individual
9 Enhancement Award.
- 10 Q. “Final Approval” means the Court’s order granting final approval of the
11 Settlement.
- 12 R. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
13 Approval of the Settlement.
- 14 S. “Funding Date” shall mean the date by which Defendants have paid the entire
15 Gross Settlement Amount to the Settlement Administrator in accord with the
16 terms of this Agreement. Defendants will pay the Gross Settlement Amount to
17 the Settlement Administrator within fifteen (15) calendar days of the Effective
18 Date.
- 19 T. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and
20 Zero Cents (\$250,000.00) that Defendants must pay into the QSF in connection
21 with this Settlement, which will be used to pay Individual Settlement Payments,
22 Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, Enhancement
23 Award, and the PAGA Payment and is *exclusive* of the employer’s share of
24 payroll taxes owed as calculated in accordance with Section III(M)(3) of this
25 Agreement, if any, triggered by any payment under this Settlement. Each
26 defendant shall be jointly and severally liable for the Gross Settlement Amount.

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- 1 U. “Individual Settlement Payments” means the amount payable from the Net
2 Settlement Amount to each Settlement Class Member and excludes any amounts
3 distributed to Aggrieved Employees pursuant to PAGA.
- 4 V. “Judgment” means the judgment entered by the Court based upon the Final
5 Approval.
- 6 W. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
7 Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, PAGA Payment,
8 and Administration Costs.
- 9 X. “Notice Packet” means the Notice to be provided to the Class Members and
10 Aggrieved Employees by the Settlement Administrator in the form set forth as
11 **Exhibit A** to this Agreement (other than formatting changes to facilitate printing
12 by the Settlement Administrator).
- 13 Y. “Operative Complaint” shall mean the First Amended Complaint filed in the
14 Action with the Court in July/August 2024.
- 15 Z. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
16 Labor Code § 2698 *et seq.*
- 17 AA. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA
18 Period for each Aggrieved Employee divided by the total of the Pay Periods for
19 all Aggrieved Employees during the PAGA Period.
- 20 BB. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
21 Employee Payment, as defined herein, means the number of pay periods of
22 employment during the PAGA Period that each Aggrieved Employee worked in
23 California.
- 24 CC. “PAGA Period” means the period beginning between September 15, 2022, to June
25 1, 2024.
- 26 DD. “PAGA Payment” shall mean Twenty-Five Thousand Dollars (\$25,000.00) to be
27 allocated from the Gross Settlement Amount, with 25% of the payment going to
28 the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the

1 payment going to the Labor and Workforce Development Agency (“LWDA
2 Payment”). The amount of the PAGA Payment is subject to Court approval
3 pursuant to California Labor Code section 2699(l). Any reallocation of the Gross
4 Settlement Amount to increase the PAGA Payment will not constitute grounds by
5 either party to void this Agreement, so long as the Gross Settlement Amount
6 remains the same.

7 EE. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
8 either Plaintiff or Defendants.

9 FF. “Payment Ratio” means the respective Workweeks for each Class Member
10 divided by the total Workweeks for all Class Members.

11 GG. “Plaintiff” shall mean Manuel Vidrio.

12 HH. “Preliminary Approval” means the Court’s Order Granting Preliminary approval
13 of the Settlement.

14 II. “Preliminary Approval Order” means the proposed Order Granting Preliminary
15 Approval and Approval of the PAGA Settlement.

16 JJ. “QSF” means the Qualified Settlement Fund established, designated, and
17 maintained by the Settlement Administrator to fund the Gross Settlement Amount.

18 KK. “Released Class Claims” means the claims being released by the Settlement Class
19 Members of all class claims alleged in the Operative Complaint or all claims that
20 reasonably could have been alleged based on the factual allegations contained in
21 the Operative Complaint which occurred during the Class Period, and expressly
22 excluding all other claims, including claims for vested benefits, wrongful
23 termination, unemployment insurance, disability, social security, and workers’
24 compensation. The period of the Released Class Claims shall extend through June
25 1, 2024.

26 LL. “Released PAGA Claims” means all PAGA claims alleged in the Operative
27 Complaint and Plaintiff’s PAGA notice to the LWDA or all PAGA claims that
28 reasonably could have been alleged based on the factual allegations contained in

1 the Operative Complaint and notice to the LWDA, which occurred during the
2 PAGA Period, and expressly excluding all other claims, including claims for
3 vested benefits, wrongful termination, unemployment insurance, disability, social
4 security, and workers' compensation. The period of the Released PAGA Claims
5 shall extend through June 1, 2024.

6 MM. "Plaintiff's Release" means all claims that were or could have been made by
7 Plaintiff in his individual capacity against the Released Parties, including without
8 limitation a waiver of any and all provisions of California Civil Code section 1542,
9 except only for claims that by law cannot be waived by private agreement, which
10 are more particularly described in Section III(D). Plaintiff's worker's
11 compensation claims are carved out from Plaintiff's Release.

12 NN. "Released Parties" shall mean Harvest Sherwood Food Distributors, Inc., Harvest
13 Meat Company, Inc., each of their present, former, and future parents, each of
14 their subsidiaries, affiliates, divisions, corporations in common control,
15 predecessors, related entities, successors, and assigns, and each of their respective
16 present, past, and future officers, directors, members, investors, employees,
17 partners, shareholders, agents, attorneys, insurers, and any other successors,
18 assigns, or legal representatives, and any other individual or entity which could be
19 liable for any of the Released Class Claims or Released PAGA Claims .

20 OO. "Response Deadline" means the date forty-five (45) calendar days after the
21 Settlement Administrator mails Notice Packets to Class Members and Aggrieved
22 Employees and the last date on which Class Members may submit requests for
23 exclusion or objections to the Settlement.

24 PP. "Settlement" means the disposition of the Action pursuant to this Agreement and
25 the Judgment.

26 QQ. "Settlement Administrator" means APEX Class Action LLC, 18 Technology
27 Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: 1-949-878-3536.
28 The Settlement Administrator establishes, designates, and maintains, a QSF under

1 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1,
2 into which the amount of the Gross Settlement Amount is deposited for the
3 purpose of resolving the claims of Settlement Class Members and Aggrieved
4 Employees. The Settlement Administrator shall maintain the funds until
5 distribution in an account(s) segregated from the assets of Defendants and any
6 person related to Defendants. *All accrued interest shall be paid and distributed*
7 *to the Settlement Class Members and Aggrieved Employees as part of their*
8 *respective Individual Settlement Payment.*

9 RR. “Settlement Class Members” or “Settlement Class” means all Class Members who
10 have not submitted a timely and valid request for exclusion as provided in this
11 Agreement.

12 SS. “Workweek” means any seven (7) consecutive days beginning on Sunday and
13 ending on Saturday, in which a Class Member is employed, worked, and earned
14 any wages from Defendants.

15 **II. RECITALS**

16 A. On September 15, 2023, Plaintiff Manuel Vidrio filed a Notice of Violations with
17 the Labor and Workforce Development Agency (LWDA) and served the same on
18 Defendants.

19 B. On October 4, 2022, Plaintiff Manuel Vidrio filed the original Complaint, alleging
20 claims for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2)
21 Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3)
22 Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide
23 Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage
24 Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516
25 and the applicable wage order); (6) Failure to Provide Wages When Due (Labor
26 Code §§ 201, 202, 203); (7) Failure to Provide Accurate Itemized Statements
27 (Labor Code § 226 and 226.2 *et seq.*).
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- 1 C. In July/August of 2024, Plaintiff Manuel Vidrio filed the First Amended
2 Complaint, which added an Eighth cause of action for violation of the Private
3 Attorneys General Act (Labor Code §§ 2698 et seq.).
- 4 D. The Class Representative believes he has claims based on alleged violations of the
5 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
6 that class certification is appropriate because the prerequisites for class
7 certification can be satisfied in the Action, and this action is manageable as a
8 PAGA representative action.
- 9 E. Defendants deny any liability or wrongdoing of any kind associated with the
10 claims alleged in the Action, dispute any wages, damages and penalties claimed
11 by the Class Representative are owed, and further contend that, for any purpose
12 other than settlement, the Action is not appropriate for class or representative
13 action treatment. Defendants contend, among other things, that at all times it
14 complied with the California Labor Code and the Industrial Welfare Commission
15 Wage Orders.
- 16 F. The Class Representative is represented by Class Counsel. Class Counsel
17 investigated the facts relevant to the Action, including conducting an independent
18 investigation as to the allegations, reviewing documents and information
19 exchanged through informal discovery, and reviewing documents and information
20 provided by Defendants pursuant to informal requests for information to prepare
21 for mediation. Defendants produced for the purpose of settlement negotiations
22 certain employment data concerning the Settlement Class and Aggrieved
23 Employees, which Class Counsel reviewed and analyzed with the assistance of an
24 expert. Based on their own independent investigation and evaluation, Class
25 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable,
26 and adequate, and is in the best interest of the Settlement Class and Aggrieved
27 Employees considering all known facts and circumstances, including the risks of
28 significant delay, defenses asserted by Defendants, uncertainties regarding class

1 certification, federal exemptions and numerous potential appellate issues.
2 Although it denies any liability, Defendants agree to this Settlement solely to
3 avoid the inconveniences and cost of further litigation. The Parties and their
4 counsel have agreed to settle the claims on the terms set forth in this Agreement.

5 G. On April 8, 2023, the Parties participated in mediation presided over by Monique
6 Ngo-Bonnici, Esq., an experienced mediator of wage and hour class and PAGA
7 actions. The mediation concluded with a settlement, which was subsequently
8 memorialized in the form of a Memorandum of Understanding.

9 H. This Agreement replaces and supersedes the Memorandum of Understanding and
10 any other agreements, understandings, or representations between the Parties.
11 This Agreement represents a compromise and settlement of highly disputed
12 claims. Nothing in this Agreement is intended or will be construed as an
13 admission by Defendants that the claims in the Action of Plaintiff or the Class
14 Members or Aggrieved Employees have merit or that Defendants bear any liability
15 to Plaintiff or the Class or Aggrieved Employees on those claims or any other
16 claims, or as an admission by Plaintiff that Defendants' defenses in the Action
17 have merit.

18 I. The Parties believe that the Settlement is fair, reasonable and adequate. The
19 Settlement was arrived at through arm's-length negotiations, taking into account
20 all relevant factors. The Parties recognize the uncertainty, risk, expense and delay
21 attendant to continuing the Action through trial and any appeal. Accordingly, the
22 Parties desire to settle, compromise and discharge all disputes and claims arising
23 from or relating to the Action fully, finally, and forever.

24 J. The Parties agree to certification of the Class for purposes of this Settlement only.
25 If for any reason the Court does not grant Preliminary Approval, Final Approval
26 or enter Judgment, such that the Settlement does not become effective, Defendants
27 reserve the right to contest certification of the class for any reason and Defendants
28 reserve all available defenses to the claims in the Action. This Settlement and the

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Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Settlement).

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) and no more as the Gross Settlement Amount to cover the Individual Settlement Payments, the Enhancement Award, the Attorneys’ Fees and Attorneys’ Expenses, PAGA Payment, and the Administration Costs, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants’ share of employer payroll taxes and as provided in Section III(A)(4) below, Defendants shall not be required to pay more than the Gross Settlement Amount.
2. Escalator Provision. Defendants represent that the Settlement Class was comprised of 107 individuals who collectively worked approximately 10,847 Workweeks (“Projected Workweeks”) during the Class Period as of the date of the mediation. Should the total number of Projected Workweeks increase by more than 10% of what was represented at the mediation through the end of the Class Period, the Gross Settlement Amount will increase proportionally for the number of Workweeks over 110% of 10,847 count. For example, if the total Workweeks in the Class Period are 115% of 10,847, the Gross Settlement Amount shall increase

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by 5%. Defendants will provide the total number of Class Members and their corresponding Workweek count during the Class Period. Workweeks in which Class Members were on leaves of absence will be excluded from the Workweek count. Defendants will provide a declaration under penalty of perjury confirming the number of Class Members and the corresponding Workweeks they worked during the applicable Class Period five court days prior to the hearing on Plaintiffs’ motion for preliminary approval of the Settlement.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator within fifteen (15) calendar days of the Effective Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

4. Defendants’ Share of Payroll Taxes. Defendants’ share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. 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.

C. Release by the Aggrieved Employees. 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

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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.

D. General Release by Plaintiff. In addition to the Settlement Class Members’ Released Claims and the Released PAGA Claims, effective upon entry of final judgment and funding of the Gross Settlement Amount, for the consideration set forth in this Agreement, including without limitation the Enhancement Award, Plaintiff on behalf of himself and his respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, waives, releases, acquits and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on Plaintiff’s behalf as of the date of this Agreement, including without limitation any claims relating to or arising from any aspect of their respective employment, or termination of employment with Defendants, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, without limitation claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California’s Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Older Workers Benefits Protection Act (“OWBPA”), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California’s Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other

1 governmental statute, law, regulation or ordinance. Plaintiff also waives and
2 relinquishes any and all claims, rights or benefits that he may have under California
3 Civil Code § 1542, which provides as follows:

4 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT***
5 ***THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR***
6 ***SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF***
7 ***EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR***
8 ***HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER***
9 ***SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.***

10 Thus, notwithstanding the provisions of section 1542, and to implement a full and
11 complete release and discharge of the Released Parties, Plaintiff expressly
12 acknowledges this Settlement Agreement is intended to include in its effect,
13 without limitation, all claims Plaintiff does not know or suspect to exist in
14 Plaintiff's favor at the time of signing this Settlement Agreement, and that this
15 Settlement Agreement contemplates the extinguishment of any such claims.
16 Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this
17 waiver of California Civil Code section 1542, and that Plaintiff has consulted with
18 or had the opportunity to consult with counsel of Plaintiff's choosing about this
19 Settlement Agreement and specifically about the waiver of section 1542, and that
20 Plaintiff understands this Settlement Agreement and the section 1542 waiver, and
21 so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff
22 further acknowledges that Plaintiff later may discover facts different from or in
23 addition to those Plaintiffs now know or believe to be true regarding the matters
24 released or described in this Settlement Agreement, and even so Plaintiff agrees
25 that the releases and agreements contained in this Settlement Agreement shall
26 remain effective in all respects notwithstanding any later discovery of any different
27 or additional facts. Plaintiff expressly assumes any and all risk of any mistake in
28 connection with the true facts involved in the matters, disputes, or controversies
released or described in this Settlement Agreement or with regard to any facts now
unknown to Plaintiff relating thereto.

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Plaintiff Manuel Vidrio is over the age of 40 and by signing this Agreement he individually acknowledges and agrees that he has been informed that he has the right to legal counsel and is entitled to twenty-one (21) calendar days from receipt of this Agreement to consider whether the terms are acceptable to him, and he has consulted with legal counsel about waiving and releasing all rights he may have under the ADEA and the OWBPA. Plaintiff is further hereby notified of his respective right to revoke the release of claims arising, if any, under the ADEA within a period of seven (7) calendar days after he signs this Agreement. In order to be effective, the revocation must (a) be in writing; and (b) be delivered to Class Counsel Shani Zakay of Zakay Law Group, APLC, via electronic mail addressed to: shani@zakaylaw.com within the required period.

- E. Conditions Precedent: This Settlement will become final and effective the later of either:
1. 45 days following the Court’s entry of an order granting final approval of settlement; or
 2. If a timely appeal is made, the date of the final resolution of that appeal and any subsequent appears resulting in final judicial approval of the settlement.

F. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court and/or the LWDA, or if the appellate court fails to approve the Settlement, or if the Settlement Agreement is otherwise terminated, fails to become effective, or is reversed, withdrawn or modified by the Court or an appellate court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims, the PAGA Released Claims and/or the claims released by the individual Plaintiff, or if Defendants fail to fully fund the Gross Settlement Amount:

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1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall be restored to their respective positions prior to entering into the Settlement Agreement, and no party shall be bound by any of the terms of the Settlement Agreement, including Defendants’ obligation to make payments to the Settlement Class Members or Aggrieved Employees, the Settlement Administrator, the LWDA, Plaintiffs or Class Counsel;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification;
4. Any Preliminary Approval Order, final approval order or Judgment, shall be vacated;
5. The Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding;
6. If the settlement is terminated and/or breached due to Defendants’ failure to pay the GSA, Defendants shall bear all reasonable costs related to the issuance or reissuance of any curative notice to the Settlement Class Members and Aggrieved Employees and all reasonable Settlement Administration Costs incurred to the date of nullification.

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G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or the appellate court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims, the PAGA Released Claims and/or the claims released by Plaintiff, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees’ individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees’ individual shares of the Aggrieved Employee Payment.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) the acknowledging

1 party (a) has relied exclusively upon his, her or its own, independent legal and tax
2 counsel for advice (including tax advice) in connection with this Agreement, (b)
3 has not entered into this Agreement based upon the recommendation of any other
4 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely
5 upon any communication or disclosure by any attorney or adviser to any other party
6 to avoid any tax penalty that may be imposed on the acknowledging party, and (3)
7 no attorney or adviser to any other Party has imposed any limitation that protects
8 the confidentiality of any such attorney's or adviser's tax strategies (regardless of
9 whether such limitation is legally binding) upon disclosure by the acknowledging
10 party of the tax treatment or tax structure of any transaction, including any
11 transaction contemplated by this Agreement.

12 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
13 preliminary approval within thirty (30) calendar days of execution of this
14 Agreement, or within the statutory timeframe as determined by the Court's setting
15 of the preliminary approval hearing, which shall include this Settlement
16 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least 3
17 business days prior to the filing of the Motion to give Defendants an opportunity
18 to propose changes or additions to the Motion. Class Counsel agrees to maintain
19 this settlement as confidential until the motion for preliminary approval is filed.

20 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
21 establishing and administering the QSF; using the Class Data to calculate the
22 number of Workweeks worked by the Class Members during Class Period and Pay
23 Periods worked by the Aggrieved Employees during the PAGA Period, calculating,
24 processing and mailing payments to the Class Representatives, Class Counsel,
25 LWDA, Class Members and Aggrieved Employees; printing and mailing the
26 Notice Packets to the Class Members and Aggrieved Employees as directed by the
27 Court; receiving and reporting the objections and requests for exclusion;
28 calculating, deducting and remitting all legally required taxes from Individual

1 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
2 Portion and the Interest Portion of the Individual Settlement Payments and/or
3 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
4 processing and mailing tax payments to the appropriate state and federal taxing
5 authorities; providing declaration(s) as necessary in support of preliminary and/or
6 final approval of this Settlement; maintaining a webpage hosted on the Settlement
7 Administrator's website that will provide information about the Settlement to the
8 Class Members and Aggrieved Employees throughout the check cashing deadline;
9 and other tasks as the Parties mutually agree or the Court orders the Settlement
10 Administrator to perform. The Settlement Administrator shall keep the Parties
11 timely apprised of the performance of all Settlement Administrator responsibilities
12 by among other things, sending a weekly status report to the Parties' counsel stating
13 the date of the mailing, the of number of Elections Not to Participate in Settlement
14 it receives (including the numbers of valid and deficient), and number of objections
15 received. The Settlement Administrator shall provide Defendants through their
16 counsel of record, a written verification of its operative procedures for protecting
17 the security of Class Data, the amounts of insurance coverage for any data breach,
18 defalcation of funds or other misfeasance and the name(s) of the insurance
19 companies providing the foregoing insurance coverage.

20 L. Notice Procedure.

21 1. Class Data. No later than ten (10) business days after the Preliminary
22 Approval Date, Defendants shall provide the Settlement Administrator
23 with the Class Data for purposes of preparing and mailing Notice Packets
24 to the Class Members and Aggrieved Employees.

25 2. Notice Packets.

26 a) The Notice Packet shall contain the Notice of Class Action
27 Settlement in a form substantially similar to the form attached as
28 **Exhibit A.** The Notice of Class Action Settlement shall inform

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Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees’ individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees’ individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees’ individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees’ share of the Aggrieved Employment Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members’ Workweeks and PAGA pay periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet’s mailing envelope shall include the following language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR

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ADDRESS IS REQUIRED AS EXPLAINED IN THE
ENCLOSED NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members and Aggrieved Employees via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member and Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Employee.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member or Aggrieved Employee involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members or Aggrieved Employees who are currently employed by Defendants, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member or Aggrieved Employee provide a corrected address, and

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transmit to the Administrator any corrected address provided by the Class Member or Aggrieved Employee. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. The Settlement Administrator will calculate the Class Members’ Individual Settlement Payments using the Class Data pursuant to Section III(M)(1) below. Class Members will have the opportunity, should they disagree with Defendants’ records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, Defendants’ records will be presumed determinative. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Individual Aggrieved Employee Payments. The Settlement Administrator will calculate each Aggrieved Employee’s share of the Aggrieved Employee Payments using the Class Data pursuant to Section III(M)(2) below. Aggrieved Employees will have the opportunity, should they disagree with Defendants’ records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, Defendants’ records will be presumed determinative. The Settlement Administrator shall determine the eligibility for, and the amounts of, any share of the Aggrieved Employee Payments under the terms of this Agreement. The Settlement Administrator’s determination of the eligibility for and amount of any

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individual share of the Aggrieved Employee Payment shall be binding upon the Aggrieved Employee and the Parties.

7. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

8. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance 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. 337-2022-00039626-CU-OE-CTL. The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was

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timely submitted. Any Class Member who submits a timely request for exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than twenty-one (21) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

9. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number;

1 (5) the basis for the objection; and (6) if the Settlement Class Member
2 intends to appear at the Final Approval/Settlement Fairness Hearing.
3 Class Members who fail to make objections in writing in the manner
4 specified above may still make their objections orally at the Final
5 Approval/Settlement Fairness Hearing with the Court's permission.
6 Settlement Class Members will have a right to appear at the Final
7 Approval/Settlement Fairness Hearing to have their objections heard by
8 the Court regardless of whether they submitted a written objection. At no
9 time shall any of the Parties or their counsel seek to solicit or otherwise
10 encourage Class Members to file or serve written objections to the
11 Settlement or appeal from the Order and Final Judgment. Class Members
12 who submit a written request for exclusion may not object to the
13 Settlement. Class Members may not object to the PAGA Payment.

14 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required
15 to pay the Gross Settlement Amount plus any employer's share of payroll taxes as
16 mandated by law within the time specified hereinabove on the Funding Date.

17 1. Calculation of Individual Settlement Payments to Class Members.

18 Individual Settlement Payments shall be paid from the Net Settlement
19 Amount and shall be paid pursuant to the formula set forth herein. Using
20 the Class Data, the Settlement Administrator shall add up the total number
21 of Workweeks for all Class Members. The respective Workweeks for each
22 Class Member will be divided by the total Workweeks for all Class
23 Members, resulting in the Payment Ratio for each Class Member. Each
24 Class Member's Payment Ratio will then be multiplied by the Net
25 Settlement Amount to calculate each Class Member's estimated Individual
26 Settlement Payments. Each Individual Settlement Payment will be reduced
27 by any legally mandated employee tax withholdings (e.g., employee
28 payroll taxes, etc.). Individual Settlement Payments for Class Members

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who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 10% wages (“Wage Portion”) and 90% penalties, pre-judgment interest and fees (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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

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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.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to

1 such persons, advising that the check will expire after the 180th day, and
2 invite that Settlement Class Member and/or Aggrieved Employee to
3 request reissuance in the event the check was destroyed, lost or misplaced.
4 In the event an Individual Settlement Payment and/or Aggrieved
5 Employees' individual share of the PAGA Payment check has not been
6 cashed within one hundred and eighty (180) days, all funds represented by
7 such uncashed checks, plus any interest accrued thereon, shall be paid to
8 the Community Law Project, a Cy Pres, in accordance with California
9 Code of Civil Procedure section 384.

- 10 9. Enhancement Award. In addition to the Individual Settlement Payment as
11 a Settlement Class Member and his individual share of the Aggrieved
12 Employee Payment, Plaintiff Manuel Vidrio will apply to the Court for an
13 award of not more than \$7,500.00, as the Enhancement Award.
14 Defendants will not oppose an Enhancement Award of not more than
15 \$7,500.00 for Plaintiff Manuel Vidrio. The Settlement Administrator shall
16 pay the Enhancement Award, either in the amount stated herein if
17 approved by the Court or some other amount as approved by the Court, to
18 Plaintiff from the Gross Settlement Amount no later than fifteen (15)
19 calendar days after the Funding Date. Any portion of the requested
20 Enhancement Award that is not awarded to the Class Representative shall
21 be part of the Net Settlement Amount and shall be distributed to Settlement
22 Class Members as provided in this Agreement. The Settlement
23 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
24 Enhancement Award. Plaintiff shall be solely and legally responsible to
25 pay any and all applicable taxes on his Enhancement Award and shall hold
26 harmless the Released Parties from any claim or liability for taxes,
27 penalties, or interest arising as a result of the Enhancement Award.
28 Approval of this Settlement shall not be conditioned on Court approval of

1 the requested amount of the Enhancement Award. If the Court reduces or
2 does not approve the requested Enhancement Award, Plaintiff shall not
3 have the right to revoke the Settlement, and it will remain binding.

4 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
5 Counsel will file a motion for or Attorneys' Fees not to exceed one-third
6 of the Gross Settlement Amount currently estimated to be \$83,333.33 *and*
7 Attorneys' Expenses supported by declaration not to exceed Thirty
8 Thousand Dollars (\$30,000.00). Any awarded Attorneys' Fees and
9 Attorneys' Expenses shall be paid from the Gross Settlement Amount.
10 Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses
11 that are not awarded to Class Counsel shall be part of the Net Settlement
12 Amount and shall be distributed to Settlement Class Members as provided
13 in this Agreement. The Settlement Administrator shall allocate and pay
14 the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
15 no later than fifteen (15) calendar days after the Funding Date. Class
16 Counsel shall be solely and legally responsible to pay all applicable taxes
17 on the payment made pursuant to this paragraph. The Settlement
18 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for
19 the payments made pursuant to this paragraph. In the event that the Court
20 reduces or does not approve the requested Attorneys' Fees, Plaintiffs and
21 Class Counsel shall not have the right to revoke the Settlement, or to
22 appeal such order, and the Settlement will remain binding. Released
23 Parties shall have no liability to Class Counsel arising from any claim to
24 any portion of any Attorney's Fees and/or Attorney's Expenses. Class
25 Counsel will hold Defendants harmless, and protect and indemnify
26 Defendants, from any dispute or controversy regarding division or sharing
27 of these payments.

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11. PAGA Payment. Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$18,750.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment (\$6,250.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the Aggrieved Employee Payment, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$7,250. The Settlement Administrator shall be paid the Administration Costs no later than fifteen (15) calendar days after the Effective Date.

N. Defendants’ Right to Withdraw. If the number of valid requests for exclusion identified in the exclusion list exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final exclusion list to Defendants’ counsel; late elections will have no effect.

- 1 the Court's approval of the Motions for Preliminary and Final Approval of the
2 Settlement, and entry of Judgment.
- 3 O. Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts to implement the Settlement.
- 5 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
6 Action, except such proceedings necessary to implement and complete the
7 Settlement, pending the Final Approval/Settlement Fairness Hearing to be
8 conducted by the Court.
- 9 Q. Amendment or Modification. This Agreement may be amended or modified only
10 by a written instrument signed by counsel for all Parties or their successors-in-
11 interest.
- 12 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
13 Agreement among these Parties, and no oral or written representations, warranties
14 or inducements have been made to any Party concerning this Agreement or its
15 Exhibit other than the representations, warranties and covenants contained and
16 memorialized in this Agreement and its Exhibit.
- 17 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
18 and represent they are expressly authorized by the Parties whom they represent to
19 negotiate this Agreement and to take all appropriate Action required or permitted
20 to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
21 to execute any other documents required to effectuate the terms of this Agreement.
22 The persons signing this Agreement on behalf of Defendants represents and
23 warrants that he/she is authorized to sign this Agreement on behalf of Defendants.
24 Plaintiffs represent and warrant that they are authorized to sign this Agreement and
25 that they have not assigned any claim, or part of a claim, covered by this Settlement
26 to a third-party.
- 27 T. No Public Comment: The Parties and their counsel agree not to issue any press
28 releases, initiate any contact with the press, respond to any press inquiry or make

1 any public communication about the fact, amount or terms of the settlement, except
 2 however that this does not prohibit disclosures required by law and/or within
 3 Plaintiffs and Plaintiff’s counsel and expert, Defendants and Defendants’ counsel
 4 and expert, and those within Defendants’ organization or financial
 5 advisors/accountants with a need to know in order to approve or execute the terms
 6 of this Settlement Agreement.

7 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and
 8 inure to the benefit of, the successors or assigns of the Parties, as previously
 9 defined.

10 V. California Law Governs. All terms of this Agreement and the Exhibit and any
 11 disputes shall be governed by and interpreted according to the laws of the State of
 12 California.

13 W. Execution in Counterparts. This Agreement may be executed in one or more
 14 counterparts by facsimile, electronic signature, or email which for purposes of this
 15 Agreement shall be accepted as original. All executed counterparts and each of
 16 them will be deemed to be one and the same instrument. Any executed counterpart
 17 will be admissible in evidence to prove the existence and contents of this
 18 Agreement.

19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
 20 Settlement is a fair, adequate and reasonable settlement of this Action and have
 21 arrived at this Settlement after extensive arms-length negotiations, taking into
 22 account all relevant factors, present and potential.

23 Y. Continuing Jurisdiction. The Parties agree that the Court shall retain continuing
 24 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
 25 implementation of the provisions of this Settlement, enforcing Judgment,
 26 addressing settlement administration matters, and addressing such post-Judgment
 27 matters as are permitted by law. The Parties agree that the time within which to
 28 bring this Action to trial under CCP Section 583.310 shall be extended from the

1 date of the signing of the Memorandum of Understanding between the Parties by
2 all Parties until the entry of the final approval order and judgment or if not entered,
3 the date the Memorandum of Understanding between the Parties shall no longer be
4 of any force or effect.

5 Z. Court Filings. The Parties agree not to object to any Court filings consistent with
6 this Agreement.

7 AA. Disputes. Any dispute between the Parties as to the remaining terms of the
8 Settlement Agreement shall be presented to the mediator for resolution and the
9 mediator’s decision on all such disputes will be final and non-appealable.

10 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement
11 invalid, the Court shall first attempt to construe the provisions valid to the fullest
12 extent possible consistent with applicable precedents so as to define all provisions
13 of this Agreement valid and enforceable.

14 CC. Waiver of Certain Appeals. Provided the Judgment is consistent with the terms
15 and conditions of this Agreement, the Parties, their respective counsel, and all
16 Settlement Class Members who did not object to the Settlement as provided in this
17 Agreement, waive all rights to appeal from the Judgment, including all rights to
18 post-judgment and appellate proceedings, the right to file motions to vacate
19 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
20 appeal does not include any waiver of the right to oppose such motions, writs or
21 appeals. If an objector appeals the Judgment, the Parties’ obligations to perform
22 under this Agreement will be suspended until such time as the appeal is finally
23 resolved and the Judgment becomes final, except as to matters that do not affect
24 the amount of the Net Settlement Amount..

25 DD. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that
27 requires a material modification of this Agreement (including, but not limited to,
28 the scope of release to be granted by Class Members), this Agreement shall be null

1 and void. The Parties shall nevertheless expeditiously work together in good faith
2 to address the appellate court's concerns and to obtain Final Approval and entry of
3 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
4 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
5 modify the Court's award of the Enhancement Award or any payments to Class
6 Counsel shall not constitute a material modification of the Judgment within the
7 meaning of this paragraph, as long as the Gross Settlement Amount remains
8 unchanged.

9 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that
10 the Released Claims have merit and give rise to liability on the part of Defendants.
11 Defendants claim that the Released Claims have no merit and do not give rise to
12 liability. This Agreement is a compromise of disputed claims. Nothing contained
13 in this Agreement and no documents referred to and no action taken to carry out
14 this Agreement may be construed or used as an admission by or against the
15 Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the
16 claims asserted. Other than as may be specifically set forth herein, each Party shall
17 be responsible for and shall bear its/his own attorney's fees and costs.

18 FF. Use and Return of Class Data. Information provided to Class Counsel pursuant to
19 California Evidence Code section 1152, and all copies and summaries of the Class
20 Data provided to Class Counsel by Defendants in connection with mediation, or in
21 connection with this Settlement, may be used only with respect to this Settlement,
22 and no other purpose, and may not be used in any way that violates any existing
23 contractual agreement, statute, or rule of court. Not later than fifteen (15) days after
24 the date when the Court discharges the Administrator's obligation to provide a
25 declaration confirming the final pay out of all Settlement funds, Plaintiffs, through
26 Class Counsel and Class Counsel shall destroy, all paper and electronic versions of
27 Class Data received from Defendants.
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 07/23/2024



MANUEL VIDRIO

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

HARVEST SHERWOOD FOOD
DISTRIBUTORS, INC.

Printed Name

Title

DATED: _____

HARVEST MEAT COMPANY, INC.

Printed Name

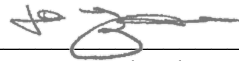
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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 7/30/24

JCL LAW FIRM, A.P.C.

By:



Jean Claude Lapuyade, Esq.
Attorneys for Plaintiff and the
Settlement Class Members

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

MANUEL VIDRIO

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 8/2/2024 _____

DocuSigned by:

A472734E7DFE464
HARVEST SHERWOOD FOOD
DISTRIBUTORS, INC.

Karl Berger

Printed Name

CEO

Title

DATED: 8/2/2024 _____

DocuSigned by:

A472734E7DFE464
HARVEST MEAT COMPANY, INC.

Karl Berger

Printed Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Jean Claude Lapuyade, Esq.
Attorneys for Plaintiff and the
Settlement Class Members

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DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Shani Zakay, Esq.
Attorneys for Plaintiff and the
Settlement Class Members

DATED: 8/5/2024

MCDERMOTT WILL & EMERY LLP

By: Laurie Baddon

Yesenia Gallegos, Esq.
Laurie Baddon, Esq.
Attorneys for Defendant

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DATED: 7/30/24

ZAKAY LAW GROUP, APLC

By:  _____

Shani Zakay, Esq.
Attorneys for Plaintiff and the
Settlement Class Members

DATED: _____

MCDERMOTT WILL & EMERY LLP

By: _____

Yesenia Gallegos, Esq.
Laurie Baddon, Esq.
Attorneys for Defendant

EXHIBIT A

**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 June 1, 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 \$ [REDACTED] 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 \$6,2500.00 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 [REDACTED], 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 [REDACTED]. 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 [REDACTED] 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 [REDACTED]. 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:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:

Yesenia Gallegos, Esq.
Laurie Baddon, Esq.
McDermott Will & Emery, LLP
2049 Century Park East Suite 3200
Los Angeles, CA 90067-3206
Tel: 310-277-4110
E-Mail: ygallegos@mwe.com
lbaddon@mwe.com

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 XXXXXXX 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.