

*This is a court-authorized notice. This is not a solicitation from a lawyer.*

*You are not being sued. This Notice affects your rights. Please read it carefully. There are important deadlines below.*

**To: All persons who were employed by Harvest Meat Company, Inc. as non-exempt truck drivers in California at any time during the period from January 23, 2014 through August 21, 2019 (“Class Members”).**

Judge Alan G. Perkins of the Superior Court for the State of California, County of Sacramento has granted preliminary approval of a proposed class action settlement and ordered the litigants to notify all Class Members of the settlement terms. You have received this notice because Defendant Harvest Meat Company, Inc.’s (“Harvest”) records indicate that you are a Class Member, and therefore may be eligible to receive a payment from the settlement.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Settlement Class Member and, if the Court grants final approval of the settlement and after resolution of any appeals, you will be mailed a check for your share of the settlement fund. Please be patient. Your legal rights are affected whether you act or do not act. Read this notice carefully.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:15 a.m. on December 11, 2019 in Courtroom 35 of the Superior Court for the State of California, County of Sacramento located at 720 9th St. Sacramento, CA 95814. You are not required to attend the Hearing.

### **Summary of the Litigation**

Plaintiff Pablo Manandeg (“Plaintiff”), on his behalf and on behalf of other employee drivers of Harvest, allege that Harvest violated California state labor laws as follows: (1) Meal and Rest Break Violations; (2) Failure to Pay Minimum Wages; (3) Failure to Provide One Day’s Rest From Seven; (4) Failure to Pay Wages at Time of Termination; and (5) Unfair Business Practices.

After exchanging information and evidence, the parties had a mediation to attempt to informally resolve the claims in the case. With the assistance of private mediator Tripper Ortman, the Parties agreed to settle the case, subject to approval by the Court.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher, LLP (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

The settlement is a compromise. The two sides disagree on how much money, if any, might have been awarded if the lawsuit went to trial. The Court did not find that Harvest violated the law. Harvest denies all allegations of wrongdoing and maintains it complied at all times with applicable laws, rules, and regulations at issue in the litigation.

### **Summary of The Proposed Settlement Terms**

#### **Settlement Allocation**

Plaintiff and Harvest have agreed to settle the underlying class claims in exchange for a Gross Settlement Payment of \$620,000 allocated as follows: (1) a Net Settlement Amount used to pay Individual Settlement Payments to all Settlement Class Members as described below in an amount to be determined; (2) a Class Representative Enhancement Payment of \$10,000 for the named Plaintiff for his services on behalf of the class;

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(3) attorneys' fees in an amount to be approved by the Court; (4) litigation costs and expenses in an amount to be approved by the Court; (5) reasonable Settlement Administrator's fees and expenses; and (6) employer payroll taxes due on the Individual Settlement Payments. The Net Settlement Amount will be equal to the Gross Settlement Payment less of the amounts ordered in categories (2) through (6).

### Individual Settlement Payments

The Individual Settlement Payments will be available for distribution to Settlement Class Members from the Net Settlement Amount.

The Net Settlement Amount will be apportioned based on each Class Member's Individual Weeks Worked in California, which is the total weeks worked in California by the individual Class Member during the Class Period, which is from January 23, 2014 through August 21, 2019.

Harvest will calculate the Individual Weeks Worked by each Class Member. Then, Harvest will add all the Individual Weeks Worked amounts for each Class Member to arrive at the Total Weeks Worked, which means the total weeks worked by all Class Members during the Class Period.

To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: (Individual Class Member's Individual Weeks Worked ÷ Total Weeks Worked) × (the Net Settlement Amount) = Individual Settlement Payment.

Each Individual Settlement Payment is subject to applicable deductions and tax withholdings. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting payments distributed pursuant to the settlement. Class Members should consult their tax advisors concerning the tax consequences of any payments received under the settlement. For purposes of this settlement, 1/3 of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; 1/3 will be allocated as penalties for which IRS Forms 1099 may be issued; and 1/3 will be allocated as interest and non-wages for which IRS Forms 1099 may be issued.

The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion, except as explained below. Prior to distributing any Individual Settlement Payments, the Settlement Administrator will recalculate the Total Weeks Worked by excluding the Individual Weeks Worked for any Class Member who submits a valid and timely Request for Exclusion and accounting for any adjustments in Individual Weeks Worked for any Class Member required as a result of the dispute procedure outlined in Option 2 below. Based on any recalculation of Total Weeks Worked, the Settlement Administrator will recalculate the Individual Settlement Payments using the formula stated above.

Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be sent to a *cy pres* beneficiary.

According to Harvest's records, your dates of employment with Harvest are from «Start Date» to «End Date». Also, according to Harvest's records, your Individual Weeks Worked for this time period is «Weeks». Accordingly, your estimated total Individual Settlement Payment is approximately \$«EstSettlementAmt», which includes all employee-side payroll taxes due on that amount.

### **Your Options Under the Settlement**

#### **Option 1 – Automatically Receive a Payment from the Settlement**

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court and after any appeals, if any, are resolved.

**Option 2 – Dispute the Information in this Notice**

If you believe the information provided above concerning your dates of employment and/or amount of weeks you worked in California during the relevant period is incorrect, you may send a notice of dispute to the Settlement Administrator. The Notice of Dispute to the Settlement Administrator must: (1) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member submitting the dispute; (2) be signed by the Class Member; (3) be timely returned to the Settlement Administrator; and (4) clearly state that the reason(s) that the Class Member disputes the information above with accompanying supporting documentation. The Notice of Dispute must be faxed or postmarked no later than November 25, 2019. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit a Notice of Dispute which is not faxed or postmarked by November 25, 2019, your Notice of Dispute will be rejected.

If you dispute the information stated above, Harvest’s records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator will resolve any such disputes.

**Option 3 – Opt Out of the Settlement**

If you do not wish to participate in the settlement and/or you wish to bring your own lawsuit on the claims in this case, you should exclude yourself from participating by submitting a written request to the Settlement Administrator. The Request for Exclusion to the Settlement Administrator must: (1) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting the exclusion; (2) be signed by the Class Member; (3) be timely returned to the Settlement Administrator; and (4) clearly state that the Class Member does not wish to be included in the Settlement and does not wish to receive any payment or other benefits therefrom. You may copy the following statement, add your information and signature, and submit it to the Settlement Administrator:

I wish to be excluded from the Settlement Class in *Manandeg v. Harvest Meat Company, Inc.* I understand that because I am asking to be excluded from this Settlement Class, I will not receive any money from the Settlement.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Last 4 digits of Social Security Number: X X X - X X - \_\_\_\_\_

Signature: \_\_\_\_\_

The Request for Exclusion must be faxed or postmarked no later than November 25, 2019. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit a Request for Exclusion which is not faxed or postmarked by November 25, 2019, your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

**Option 4 – Object to the Settlement**

If you wish to object to the settlement because you find it unfair or unreasonable, you may submit an objection to the Settlement Administrator stating why you object to the settlement. Your objection to the Settlement Administrator must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) be timely returned to the Settlement Administrator; (4) copies of any papers, briefs, or other documents upon which the objection is based; and (5) a statement about whether you intend to appear at the Final Approval Hearing. The objection must be faxed or postmarked no later than November 25, 2019. The contact information of the

Settlement Administrator is on the last page of this Notice. If you submit an objection which is not faxed or postmarked by November 25, 2019, your objection will be rejected.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above under "Option 3." You cannot both object to the settlement and exclude yourself. You must choose one option only.

If you wish to object, you may also appear at the Final Approval Hearing set for December 11, 2019 at 9:30 a.m. in Courtroom 35 of the Superior Court for the State of California, County of Sacramento located at 720 9th St. Sacramento, CA 95814, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney, at your own expense, to represent you at the hearing.

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If you choose **Option 1**, and if the Court grants final approval of the settlement and after any appeals are resolved, you will be mailed a check for your share of the settlement funds. In addition, you will be considered to be fully releasing and forever discharging Harvest Meat Company, Inc., its past, present, and future parents, subsidiaries, divisions, and affiliates and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, vendors, affiliates, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable ("Released Parties") from the following claims ("Released Claims"):

Any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, whether known or unknown, for damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief alleged based on the claims alleged in the Action and/or that are based on the facts of Plaintiff's operative complaint, in whole or in part, in the Action arising during the Class Period on behalf of Class Members, including without limitation: (i) meal and rest break violations; (ii) failure to pay minimum wages; (iii) failure to provide one day's rest from seven; (iv) failure to pay wages at time of termination; (v) unfair business practices; (vi) violations of California Labor Code §§ 200, 201, 201.5, 202, 203, 204, 221, 222, 223, 226, 226.2, 226.7, 510, 512, 518, 558, 1174, 1175, and 1194; (vii) violations of California Business & Professions Code § 17200 *et seq.*; (viii) violations of California Code of Regulations, Title 8, section 11090 *et seq.*; (ix) violations of IWC Wage Orders 9-1998, 9-2000 and 9-2001; (x) as it relates to the underlying Labor Code claims referenced above, interest, attorneys' fees and costs, from January 23, 2014 through August 21, 2019. The release of the foregoing claims and definition of Released Claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, California law or any state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, California's Business & Professions Code 17200), any and all claim under the Fair Labor Standards Act and any benefits under any benefit plan, program or policy sponsored or maintained by the Company, including, but not limited to the Employee Retirement Security Act, 29 U.S.C § 1001 *et seq.*; but not vested benefits under any pension or 401(k) plan or other ERISA-governed benefit plan. "Released Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, penalties, fines, liens, attorney's fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. Solely with respect to the Released Claims, and to effect a full and complete release as described herein, Plaintiff and each Settlement Class Member expressly waive and relinquish all rights and benefits of California Civil Code section 1542, and do so understanding and acknowledging the significance and consequence of specifically waiving all rights and entitlements under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

HOWEVER:

THE PARTIES EXPRESSLY EXCLUDE FROM THE SCOPE OF THIS RELEASE (EXCEPT WITH RESPECT TO PLAINTIFF PABLO MANANDEG, WHO WAIVES **ALL** CLAIMS) ANY CLAIMS SETTLEMENT CLASS MEMBERS HAVE IN CONNECTION WITH ANY INDIVIDUAL ACTIONS OR CLASS ACTIONS INVOLVING CLAIMS OTHER THAN THE RELEASED CLAIMS.

If you choose **Option 2** and if the Court grants final approval of the settlement and after any appeals are resolved, you will be mailed a check for your share of the settlement funds. The Settlement Administrator will determine the amount that you shall receive. By choosing not to exclude yourself from the settlement, you will be considered to have released the Released Parties from the Released Claims.

If you choose **Option 3**, you will no longer be a Class Member, and you will: (1) be barred from participating in the settlement, but you will not be considered to have released the Released Parties from the Released Claims; (2) be barred from filing an objection to the settlement; (3) not receive a payment from the settlement; and (4) be able to bring your own lawsuit regarding the claims in this case. Excluding yourself is telling the Court that you do not want to be part of the Class.

If you choose **Option 4**, you will still be eligible to receive money from the settlement. If the Court overrules your objection and grants final approval, you will be considered to have released the Released Parties from the Released Claims. You may object only if you stay in the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case, which may be inspected at the Office of the Clerk of the Superior Court for the State of California, County of Sacramento located at 720 9th St. Sacramento, CA 95814, during regular business hours of each court day, or at <http://www.ilymgroupclassaction.com/cases/harvestmeat.aspx>.

Any inquiries by Class Members regarding this Class Notice and/or the settlement may be directed to the Settlement Administrator or Class Counsel:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 Phone: (888) 250-6810 Fax: (888) 845-6185	BRADLEY/GROMBACHER, LLP Marcus J. Bradley Kiley L. Grombacher 2815 Townsgate Road, Suite 130 Westlake Village, CA 91361 Phone: (805) 270-7100	LITTLER MENDELSON, P.C. Barbara Blackburn Britney Torres Nathaniel Jenkins 500 Capitol Mall, Suite 2000 Sacramento, CA 95814

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT.

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