

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

Civil Complex Center  
751 W. Santa Ana Blvd  
Santa Ana, CA 92701

**SHORT TITLE:** Lopez vs. Harvest Fresh Market

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

**CASE NUMBER:**  
**30-2021-01234823-CU-OE-CXC**

I certify that I am not a party to this cause. I certify that that the following document(s), Order - Other dated 08/11/23, was transmitted electronically by an Orange County Superior Court email server on August 11, 2023, at 11:32:54 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

BAILEY LAW CORPORATION  
MATT@BAILEY.LAW

BAILEY LAW CORPORATION  
WILLIAM@BAILEY.LAW

EMPLOYMENT RIGHTS LAW GROUP, APC.  
AMIR@EMPLOYMENTRIGHTSLAWGROUP.COM

MAHONEY LAW GROUP APC  
NPIERSON@MAHONEY-LAW.NET

Clerk of the Court, by:  , Deputy

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

AUG 11 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**EMPLOYMENT RIGHTS LAW GROUP, APC.**

Amir H. Seyedfarshi (SBN 301656)  
amir@employmentrightslawgroup.com  
6380 Wilshire Blvd., Suite 1602  
Los Angeles, California 90048  
Telephone: (424) 777-0964

**MAHONEY LAW GROUP, APC**

Kevin Mahoney (SBN: 235367)  
kmahoney@mahoney-law.net  
Laura Theriault (SBN: 330474)  
ltheriault@mahoney-law.net  
249 E. Ocean Blvd., Ste. 814  
Long Beach, CA 90802  
Telephone: (562) 590-5550

Attorneys for Plaintiffs, Maria Lopez, Marco Diaz Jimenez and Jesus Martinez Dominguez,  
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

Maria Lopez, Marco Diaz Jimenez and Jesus  
Martinez Dominguez, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

Harvest Fresh Market, a California  
corporation, and DOES 1-50,

Defendant.

Case No.: 30-2021-01234823-CU-OE-CXC  
Dept: CX104, Hon. William Claster

**AMENDED [~~PROPOSED~~] ORDER RO #89:**

- (1) GRANTING CONDITIONAL  
CERTIFICATION OF SETTLEMENT  
CLASS AND PRELIMINARY  
APPROVAL OF SETTLEMENT;**
- (2) APPROVING CLASS NOTICE AND  
RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT  
ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL  
HEARING**

Date: July 28, 2023

Time: 9:00 a.m.

1                   **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2                   The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on  
3 July 28, 2023 in Department CX104 of the above court. The Court having considered the papers  
4 submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

5                   1.       The Court grants preliminary approval of the Settlement and the Settlement Class based  
6 upon the terms set forth in the Stipulation of Settlement and Release (“Settlement Agreement”) filed  
7 with the Declarations of Kevin Mahoney and Amir Seyedfarshi. All terms used herein shall have the  
8 same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement  
9 Agreement appears to be fair, adequate and reasonable to the Settlement Class.

10                  2.       The Settlement, including the \$337,500.00 settlement amount, falls within the range of  
11 reasonableness and appears to be presumptively valid, pursuant to California Code of Civil Procedure  
12 § 382 and applicable law, subject only to any objections that may be raised at the final fairness hearing  
13 and final approval by this Court. The Court finds on a preliminary basis that: (1) the settlement amount  
14 is fair and reasonable to the class members when balanced against the probable outcome of further  
15 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
16 significant informal discovery, investigation, research, and litigation have been conducted such that  
17 counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)  
18 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
19 further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of  
20 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-  
21 respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement  
22 Agreement was entered into in good faith.

23                  3.       A final fairness hearing on the question of whether the proposed Settlement, attorneys’  
24 fees and costs to Class Counsel, and the Class Representative’s Enhancement Awards should be finally  
25 approved as fair, reasonable and adequate as to the members of the Settlement Class is scheduled in  
26 Department CX104 on the date and time set forth in the implementation schedule in Paragraph 12  
27 below.  
28

1           4.     The Court provisionally certifies for settlement purposes only the following class (the  
2 “Settlement Class”): “All current and former hourly and/or non-exempt persons employed by  
3 Defendants in California during the Settlement Period.”

4           5.     The Settlement Period means the period from December 6, 2017 through April 30, 2023.

5           6.     The Court finds, for settlement purposes only, that the Settlement Class meets the  
6 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class  
7 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are  
8 common, or of general interest, to all Settlement Class Members, which predominate over individual  
9 issues; (3) Plaintiffs’ claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs  
10 and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and  
11 (5) a class action is superior to other available methods for the fair and efficient adjudication of the  
12 controversy.

13           7.     This Court approves, as to form and content, the Notice (“Class Notice”), in substantially  
14 the form attached to the Settlement Agreement as **Exhibit A**. The exclusion form is attached as **Exhibit**  
15 **B**. The Court approves the procedure for Class Members to participate in, to opt out of, and to object  
16 to, the Settlement as set forth in the Stipulation of Settlement.

17           8.     The Court directs the mailing of the Class Notice by first class mail to the Class Members  
18 in accordance with the Implementation Schedule set forth below. The Court finds the dates selected  
19 for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the  
20 requirements of due process and provide the best notice practicable under the circumstances and shall  
21 constitute due and sufficient notice to all persons entitled thereto.

22           9.     It is ordered that the Settlement Class is preliminarily certified for settlement purposes  
23 only.

24           10.    The Court confirms Plaintiffs Maria Lopez, Marco Diaz Jimenez and Jesus Martinez  
25 Dominguez as Class Representatives, and Amir Seyedfarshi of Employment Rights Law Group, APC,  
26 and Kevin Mahoney and Laura Theriault of Mahoney Law Group, APC as Class Counsel.

27           11.    The Court confirms Phoenix Settlement Administration Solutions as the Settlement  
28 Administrator.

          12.    The Court orders the following **Implementation Schedule** for further proceedings:

|    |   |                                   |
|----|---|-----------------------------------|
| a. | Deadline for Defendant to Submit Class Member Information to Settlement Administrator   | August 15, 2023                   |
| b. | Deadline for Settlement Administrator to Mail Notice to Class Members   | August 18, 2023                   |
| c. | Deadline for Class Members to Object or Request to be Excluded from Settlement  | October 18, 2023                  |
| f. | Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Award | December 11, 2023                 |
| g. | <b>Final Approval and Fairness Hearing</b>  | <b>January 5, 2024 at 9:00 am</b> |

13. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

**IT IS SO ORDERED.**

Dated: 8-11-23

  
 HON. WILLIAM CLASTER

# EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

*Maria Lopez et al. v. Harvest Fresh Market, a California Corporation,*

Case number 30-2021-01234823-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Harvest Fresh Market, Inc.(abbreviate name; “Defendant” or “Harvest Fresh”) for alleged wage and hour violations. The Action was filed by a former Harvest Fresh Market employees Maria Lopez, Marco Diaz Jimenez, and Jesus Martinez (“Plaintiffs”) and seeks payment of (1) back wages and other relief all other California residents (“Class Members”) who are or were employed by Defendant Harvest Fresh (“Defendant”) as non-exempt employees, who worked at least one shift in California from December 6, 2017 through April 30, 2023 (the “Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all who are or were employed by Defendant as non-exempt- employees in the State of California and who worked one or more workweeks during the time period of June 6, 2020 through April 30, 2023 (“the PAGA Period”). (“Aggrieved Employees”).

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

Based on Harvest Fresh’s records, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_.** 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 PAGA Payment, then according to Harvest Fresh’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on HARVEST FRESH’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to

enter a judgment that requires Harvest Fresh to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Harvest Fresh.

If you worked for Harvest Fresh during the Class Period and/or the PAGA 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 and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against HARVEST FRESH.
- (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 Harvest Fresh, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Harvest Fresh 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><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>  | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Harvest Fresh that are covered by this Settlement (Released Claims).</p>  |
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></p> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Harvest Fresh must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |



|  |   |
|--|---|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the _____ Final Approval Hearing</b></p>  | <p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>  |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p> <p>_____</p>               | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Harvest Fresh’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>  |

**1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former Harvest Fresh employees. The Action accuses Harvest Fresh of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Kevin Mahoney, Katherine Odenbreit and Laura Theriault of Mahoney Law Group and Amir Seyedfarshi of Employment Rights Law Group, APC (“Class Counsel.”)

Harvest Fresh strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

**2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Harvest Fresh or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Harvest Fresh hired an experienced, neutral

mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Harvest Fresh have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Harvest Fresh does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Harvest Fresh has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Harvest Fresh Will Pay \$337,500.00 as the Gross Settlement Amount (Gross Settlement). Harvest Fresh has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Harvest Fresh will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$ 112,500.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$5,000.00 for each plaintiff as a Class Representative Award for filing the Action, in total \$15,000.00 working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment, if approved by the Court.
  - C. Up to \$9,000.00 to the Administrator for services administering the

Settlement.

- D. Up to \$16,875.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Harvest Fresh are asking the Court to approve an allocation of 34% of each Individual Class Payment to taxable wages ("Wage Portion") and 66% to [e.g., interest, etc.] ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Harvest Fresh will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Harvest Fresh have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion

must include the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Harvest Fresh.

You cannot opt-out of the PAGA portion of the Settlement. Class Members 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 Harvest Fresh based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Harvest Fresh have agreed that, in either case, the Settlement will be void: Harvest Fresh will not pay any money and Class Members will not release any claims against Harvest Fresh.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration (the "Administrator" or "Phoenix") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Harvest Fresh has fully funded the Gross Settlement and separately paid all employer payroll taxes Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Harvest Fresh or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiffs, the Aggrieved Employees, and all other Class Members will release Defendant and its present and former parents, owners, subsidiaries, predecessors, officers, directors, affiliates and related entities or persons and each of their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, attorneys, agents, and any other successors, assigns or legal representatives, benefit plans (the "Released Parties") from those claims alleged in the operative Complaint ("Complaint") and any Amended Complaint, and that arose during the Class Period, including any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or could have been alleged in the Action based on Defendant's alleged failure to

provide meal and rest breaks or premium pay in lieu thereof, pay all wages during employment, pay all wages due to discharged employees, furnish accurate itemized wage statements, maintain required employee records, and in violation of (among other laws) Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698-2699.5 as well as applicable IWC Wage Orders, California's Unfair Competition Law, based on the foregoing (the "Released Claims"), as well as any civil penalty claims predicated on the claims that could have been premised on the facts alleged in Plaintiff's notice to the LWDA as well as the operative Complaint under PAGA. Aggrieved employees will release PAGA claims even if as class members they request exclusion from the class. The Release Period for the Class shall be the Class Period, and the release period for PAGA shall be the PAGA Release Period.

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Harvest Fresh has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Harvest Fresh, whether or not they exclude themselves from the Settlement. 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 Harvest Fresh or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$4,218.25 (25% of the PAGA allocated amount) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Harvest Fresh's records, are stated in the first page of this Notice. You have until [ ] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Harvest Fresh's calculation of Workweeks and/or Pay Periods based on Harvest Fresh's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Harvest Fresh's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

- 1.1. Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Maria Lopez, et al. v. Harvest Fresh Market, Inc., County of Orange, Case number 30-2021-01234823-CU-OE-CXC. and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [ ], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Harvest Fresh are asking the Court to approve. At least \_\_\_\_\_ days before the \_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

\_\_\_\_\_ (url) or the Court's website \_\_\_\_\_ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Maria Lopez, et al. v. Harvest Fresh Market, Inc., Case number 30-2021-01234823-CU-OE-CXC and include your name, current address, telephone number, and approximate dates of employment for Harvest Fresh and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_ at (time) in Department CX105 of the Orange Superior Court, located at Central Justice Center, 700 Civic Center Drive West, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually at <https://www.occourts.org/media-relations/remotehearings.html>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check

the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Harvest Fresh and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Orange County, Superior Court's website at <https://courtindex.occourts.org/disclaimer.jsp>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to ([http://www. https://courtindex.occourts.org/disclaimer.jsp](http://www.https://courtindex.occourts.org/disclaimer.jsp)) and entering the Case Number for the Action, Case No. 30-2021-01234823-CU-OE-CXC.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

**MAHONEY LAW GROUP, APC**

Kevin Mahoney

[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)

Laura Theriault

[ltheriault@mahoney-law.net](mailto:ltheriault@mahoney-law.net)

Katherine Odenbreit

[kodenbreit@mahoney-law.net](mailto:kodenbreit@mahoney-law.net)

249 E. Ocean Blvd., Ste. 814

Long Beach, CA 90802

Telephone: (562) 590-5550

Facsimile: (562) 590-8400

**EMPLOYMENT RIGHTS LAW GROUP, APC.**

Amir Seyedfarshi, Bar No. 301656

[amir@employmentrightslawgroup.com](mailto:amir@employmentrightslawgroup.com)

6380 Wilshire Blvd., Suite 1602

Los Angeles, California 90048

Telephone: (424) 777-0964

Settlement

Administrator: Phoenix

Class Action

Administration



Solutions:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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**EXHIBIT B**

**OPT-OUT REQUEST FOR EXCLUSION FROM CLASS ACTION**

Maria Lopez, Luis Diaz and Jesus Martinez Dominguez, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Harvest Fresh Market, a California corporation, and DOES 1-50,

Defendant.

Case No. 30-2021-01234823-CU-OE-CXC

**OPT-OUT REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT**

**PLEASE READ CAREFULLY**

**SUBMIT THIS FORM NO LATER THAN \_\_\_\_\_, 2023 [60 days from mailing] ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THIS SETTLEMENT. THIS EXCLUSION FORM SHOULD BE MAILED TO THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING ADDRESS ONLY IF YOU WISH NOT TO PARTICIPATE:**

**Maria Lopez et al. v. Harvest Fresh Market, a California Corporation.**

c/o [INSERT NAME OF Class Action Administrator]

P.O. Box [\_\_\_\_\_]

[Address]

[Number]

**DO NOT SUBMIT THIS EXCLUSION FORM IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT. DO NOT FILE THIS EXCLUSION FORM WITH THE COURT.**

**I wish to be excluded from the Settlement Class in the Maria Lopez, et al. v. Harvest Fresh Market, a California Corporation lawsuit. I understand that by excluding myself from the class settlement, I will not receive any benefits under the class settlement. I understand that even if I exclude myself from the class settlement, if I worked for Harvest Fresh Market, Inc. between June 6, 2020 through January 27, 2023 (PAGA Period), I will be part of the PAGA settlement and will receive a pro rata portion of the PAGA Payment, and will bound by the release of claims for civil penalties under the PAGA.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

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City, State, Zip Code

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Telephone Number

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**PROOF OF SERVICE**  
**(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Employment Rights Law Group, APC and my business address is 6380 Wilshire Blvd., suite 1602, Los Angeles, California 90048.

On August 9, 2023, I served the foregoing document entitled **JOINT STIPULATION FOR AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT; [PROPOSED] ORDER** on all the appearing and/or interested parties in this action by placing  *the original*  *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

SEE ATTACHED SERVICE LIST

9 ■ [by **ELECTRONIC SERVICE**] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

11 Matt Gustin  
12 **BAILEY LAW CORPORATION**  
13 matt@bailey.law  
14 Attorneys for Defendants

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

16 Executed August 9, 2023, at Los Angeles, California.

17 Amir Seyedfarshi  
18 \_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Signature 