

COURT APPROVED NOTICE OF CLASS ACTION, FLSA COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Miguel Rosales, Elio Ruben Alonso, Johnny Marquez, and Leo Patino v. Harbor Distributing, L.L.C.
Orange County Superior Court, Case No. 30-2023-01300842-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 and employee representative action lawsuit (the “Action”) against Harbor Distributing, L.L.C. (“Harbor” or “Defendant”) for alleged California labor law violations. The Action was filed by former Harbor employees Miguel Rosales, Elio Ruben Alonso, Johnny Marquez, and Leo Patino (“Plaintiffs”) and seeks payment of (1) back wages under California and Federal law, and other relief, for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant during the Class Period from November 11, 2020 through May 27, 2024; (2) back wages and other relief under the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.* (“FLSA”) for a class of hourly employees who worked for Harbor during the FLSA Period (November 11, 2020 through May 27, 2024) (“Collective Members”); and (3) penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) for all hourly-paid non-exempt employees who worked for Defendant during the PAGA Period (November 4, 2021 through May 27, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class and FLSA Payment is estimated to be \$<<estimated individual Class & FLSA payment>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<estimated PAGA Payment>>. This is an estimate. The actual amount you receive might be different.**

The above estimates are based on Defendant’s records showing that **you worked <<workdays>> days** during the Class Period (November 11, 2020 through May 27 2024), **you worked <<FLSA workdays>> days** during the FLSA Period (November 11, 2020 through May 27, 2024), and **you worked <<PAGA workdays>> days** during the PAGA Period (November 4, 2021-May 27, 2024). If you believe that you worked more days during any 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the FLSA Period and/or the PAGA Period, you have three 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 Defendant.
- (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 Defendant, 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.
- (3) **Opt-In to the FLSA Settlement:** You must affirmatively opt-in to the FLSA portion of the proposed Settlement by endorsing, depositing, and/or cashing the Individual FLSA Payment check which will include language substantially similar to the following:

"My endorsing, cashing, or depositing of this check constitutes my consent to join the lawsuit entitled *Miguel Rosales et al. v. Harbor Distributing, L.L.C. et al.*, pending in the Superior Court of the State of California for the County of Orange, Case No. 30-2023-01300842-cu-oe-cxc, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section 216(b)."

Defendant 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

You Don't Have to Do Anything to Participate in the Settlement	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 Defendant that are covered by this Settlement (Released Claims).
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<p>You must opt-in to receive your portion (if any) of the FLSA Settlement</p>	<p>You may opt-in to the FLSA portion of the proposed Settlement by endorsing, depositing, or cashing the Individual FLSA Payment check. The check will include language substantially similar to the language provided above.</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is <u>June 24, 2025</u></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. Requests for Exclusion can be submitted to the Administrator via fax, mail or email.</p> <p>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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees thereby give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by <u>June 24, 2025</u></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. Objections can be submitted to the Administrator via fax, mail, or email. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs 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 Plaintiffs reduces the overall amount paid to Participating Class Members.</p> <p>You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the <u>July 24, 2025</u> Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on July 24, 2025. 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>You Can Challenge the Calculation of Your Work Days</p> <p>Written Challenges Must be Submitted by <u>June 24, 2025</u></p>	<p>The amount of your Individual Class Payment, FLSA Payment (if any), and PAGA Payment (if any) depends on how many days you worked during the Class Period, and/or how many days you worked during the FLSA Period, and how many days you worked during the PAGA Period, respectively. The number of Class Period days, FLSA Period days, and/or PAGA Period days you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 24, 2025. See Section 4 of this Notice. A challenge to the calculation of the number of Work Days can be submitted to the Administrator via fax, mail or email.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Harbor of violating California labor laws by failing to pay all wages due, including minimum and overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate wage itemized statements, failure to pay waiting time penalties for failure to pay all wages due upon termination, failure to pay reimbursable expenses, violation of California's Quota laws, and unfair business practices. Based on the same allegations, Plaintiffs have also asserted a claim for wages under the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.* ("FLSA"), and a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"). Plaintiffs are represented by attorneys in the Action: John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, APC; and Jose Garay, APLC ("Class Counsel").

Defendant 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 Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Defendant 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, Defendant 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) Defendant 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, Collective 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 on July 24, 2025.

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

1. Defendant Will Pay \$2,285,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement and additionally pay amounts necessary to fully pay Defendant's share of payroll taxes. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' 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, Defendant will fund the Gross Settlement not more than 15 business days after the Judgment entered by the Court becomes 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 \$761,666.67 (which is 1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$39,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$15,000 each (in addition to any Individual Class Payment, any Individual FLSA Payment, and any Individual PAGA Payment the Class Representatives are entitled to receive), for a total of \$60,000, as Class Representative Awards to the named Plaintiffs for acting as Class Representatives for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment, any Individual FLSA Payment, and any Individual PAGA Payment.

C. Up to \$26,000 to the Administrator for services administering the Settlement.

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (the remaining 25% will be distributed to the Aggrieved Employees).

E. Up to \$115,000 for FLSA damages.

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 days worked.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion"); and 70% is allocated to civil penalties and interest and 10% to reimbursement of employee expenses. Plaintiffs and Defendant also are asking the Court to approve an allocation of 20% of each Individual FLSA Payment to taxable wages (also part of the Wage Portion); and 80% is allocated to civil penalties. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay any employer-side 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 Defendant 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 to Class Members, Collective Members and Aggrieved Employees 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 Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the 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 June 24, 2025, 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 June 24, 2025 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a 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 Defendant. The Court will be the final decision-maker with respect to the validity or non-validity of any Requests for Exclusion.

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 upon final approval of the Settlement will be precluded from asserting PAGA claims against Defendant 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Atticus Administration, LLC ("Atticus" and/or the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over days worked, 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 Defendant has fully funded the Gross Settlement and separately paid all employer-side 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 Defendant 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:

All Participating Class Members fully release Harbor Distributing, L.L.C., and its parent, Reyes Holdings, L.L.C., and all of their present and former subsidiaries, affiliates, and joint ventures, and all of their shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (“Releasees”) from all claims that accrued in, or are related to the allegations in the Lawsuits under any laws, including but not limited to any municipal, state, or federal law. This release includes, without limitation, release of all claims for alleged failure to pay wages of any form, including failure to pay minimum wage, overtime, sick pay, or any other wage, claims for failure to provide accurate itemized wage statements, claims for failure to timely pay wages, claims for failure to pay meal or rest period premiums, claims for failure to timely pay wages due at end of employment, failure to provide meal and rest breaks, failure to reimburse expenses, failure to maintain employment records, failure to comply with warehouse quota requirements (Labor Code Section 2100 *et seq.*), claims for unfair competition based upon any of the foregoing, failure to pay wages in form negotiable and payable in cash, and claims under California Business and Professions Code sections 17200 *et seq.* This release includes all claims for failure to pay wages (including overtime) under the FLSA. Excluded from this release are any Workers Compensation claims and claims that cannot be released as a matter of law. This Agreement is conditioned upon the release by all Participating Class Members that are also Aggrieved Employees of any claim under Labor Code section 2699, as to the released claims set forth above.

10. Collective Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer-side payroll taxes, Collective Members who endorse their Settlement checks will be legally barred from asserting any of the FLSA claims released under the Settlement. This means that you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for unpaid wages based on the Class Period or Collective Period facts alleged in the Action and resolved by this Settlement.

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

All Collective Members fully release and discharge the Releasees from any and all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory that was or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action pertaining to Plaintiffs and the Collective Members.

11. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant 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 Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA premised on the facts and/or allegations in the Second Amended Complaint that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon all Aggrieved Employees upon Court approval and payment of the PAGA Penalties. Further, the Aggrieved Employees are bound by the PAGA Release regardless of whether they cash the check with their PAGA Payment.

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 days worked by all Participating Class Members, and (b) multiplying the result by the number of days worked by each individual Participating Class Member.

2. Individual FLSA Payments. The Individual FLSA Payment shall be calculated as follows: Each Collective Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the Collective Member's attributed days worked during the FLSA Period, divided by (ii) the total days worked of all Collective Members during the Class Period.

3. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Period days worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period days worked by each individual Aggrieved Employee.

4. Workweek/Pay Period Challenges. The number of Class days you worked during the Class Period, the number of FLSA days you worked during the FLSA Period, and the number of PAGA Period days you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until June 24, 2025 to challenge these number. 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 Defendant's calculations of days worked based on Defendant'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 any challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision will be final. You can't appeal or otherwise challenge the Administrator's final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Collective 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, the FLSA 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?

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 *Rosales, et al. v. Harbor Distributing, LLC* 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 June 24, 2025, or it could be invalid.** Section 9 of this Notice has the Administrator's contact information. The Court will be the final decision-maker regarding the validity or non-validity of any Requests for Exclusion.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. 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 June 24, 2025.** 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 *Rosales, et al. v. Harbor Distributing, LLC* and include your name, current address, telephone number and approximate dates of employment for Defendant 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 July 24, 2025 at 2:00 p.m. in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., 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 by following the court's remote appearance guidelines (<https://www.occourts.org/system/files/general/guidelinesforremoteproceedings9-7-22.pdf>) 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 Settlement Website www.HarborSettlement.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendant 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 the Settlement Website at www.HarborSettlement.com. 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 (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2023-01300842-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center, 7581 West Santa Ana Blvd., Santa Ana, CA 92701 by calling (657) 622-6878.

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

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Settlement Administrator:

HarborSettlement@atticusadmin.com

Harbor Distributing Settlement
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164
Telephone: 1-800-257-0608
Fax Number: 1-888-326-6411

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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