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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF ORANGE

CARLOS MUNGUIA and JOSE ESQUIVEL,
as individuals and on behalf of all others
similarly situated, and as private attorneys
general,

Plaintiffs,

vs.

BLUE LINE FOODSERVICE
DISTRIBUTION, INC., a Michigan
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2020-01157719-CU-OE-CXC

[Hon. Lon F. Hurwitz, Department CX103]

**DECLARATION OF LLUVIA ISLAS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: October 6, 2023
Time: 1:30 p.m.
Department: CX103

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workweeks for each Class Member (“Class List”) during the Covered Period. The final mailing list contained one hundred fifteen (115) individuals identified as Class Members.

3. On June 14, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

4. On June 30, 2023, Phoenix mailed the Notice via U.S. first class mail, in English, to all one hundred fifteen (115) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

5. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

6. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was August 29, 2023.

7. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was August 29, 2023.

8. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was August 29, 2023.

9. There are one hundred fourteen (114) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.13% of the Class. Settlement Class Members have worked a collective total of five thousand six hundred fifteen (5,615) weeks during the Class Period. Each Workweek is valued at approximately \$19.46.

10. The Escalator Clause of the Settlement Agreement indicates if the actual Class Size exceeds 10% over the estimate of one hundred thirty-seven (137) individuals, the Gross Settlement Amount shall be increased proportionately for everyone over such cap. The total number of Class Members was one hundred fifteen (115). Since the total number of Class Members did not exceed 115, the Escalator Clause was not triggered.

11. The Net Settlement Amount of \$109,263.46 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$83,333.33), and Class Counsel costs (\$6,403.21), requested Enhancement Payment to Plaintiffs \$10,000.00 each (\$20,00.00), the PAGA Amount (\$25,000.00), and the requested Settlement Administration Costs (\$6,000.00) from the Gross Settlement Amount (\$250,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$2,626.99, the lowest Individual Settlement Share to be paid is approximately \$19.46, while the average Individual Settlement Share to be paid is approximately \$958.45. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

13. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or \$18,750.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$6,250.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred one (101) Aggrieved Employees who worked a total of three thousand four hundred fourteen (3,414) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$115.33, and the average Individual PAGA Payment to be paid is approximately \$61.88.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

15. Phoenix's costs associated with the administration of this matter are \$6,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

3 Executed this 12th day of September 2023, at Orange, California.
4

5 *Lluvia Islas*

6 _____
LLUVIA ISLAS
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT**Carlos Munguia, et al. v. Blue Line Foodservice Distribution, Inc.****Superior Court of California – Orange County****Case No. 30-2020-01157719-CU-OE-CXC**

IF YOU WERE EMPLOYED BY BLUE LINE FOODSERVICE, INC. (“BLUE LINE” OR “DEFENDANT”) IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT.

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:	
OPTION #1: DO NOTHING	You will receive a payment from the Settlement and be bound by its release. No action is required for you to receive a share of this Settlement.
OPTION #2: EXCLUDE YOURSELF	You will not receive a share of the Settlement. ¹ This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. To “opt out” of the Settlement, you must submit a Request for Exclusion by August 29, 2023.
OPTION #3: OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. You cannot object if you exclude yourself from the Settlement.

WHAT IS IN THIS NOTICE

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1. Why Should You Read This Notice?

You have received this Notice because Blue Line’s records indicate that you work, or used to work, for Blue Line in California as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a lawsuit has been brought and settled. The lawsuit is known as *Carlos Munguia, et al. v. Blue Line Foodservice Distribution, Inc.*, Orange County Superior Court, Case No. 30-2020-01157719-CU-OE-CXC (the “Lawsuit”).

The Parties in the Lawsuit reached a settlement (“Settlement”). The settlement class is comprised of all current and former hourly-paid employees (“Class Members”) employed by Defendant in California who worked for Defendant at any time during the Covered Period defined as April 6, 2016, through September 1, 2021 (the “Covered Period”). There shall be two Subclasses as follows:

Regular Rate Class: all current and former California non-exempt employees of Defendant who earned overtime wages or sick pay and non-discretionary compensation in the same workweek at any time since April 6, 2016 to September 1, 2021.

Wage Statement Class: all current and former California non-exempt employees who were paid overtime wages at any time since April 6, 2019 to September 1, 2021.

This Notice tells you of your rights to share in the Settlement. On April 14, 2023, the Honorable Lon F. Hurwitz of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Blue Line’s records indicate that you are a Class Member, and therefore you may be entitled to a payment from the settlement.**

The Court will hold a Final Approval Hearing concerning the proposed Settlement on October 6, 2023, at 1:30 p.m. in Department CX103, of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive an Individual PAGA Payment (if you qualify as a PAGA Group Member) and be bound by the release of PAGA Released Claims under the Settlement.

Hearing may be continued to another date without further notice. You are not required to attend the hearing but you are welcome to do so.

2. What is the Class Action Settlement?

The Settlement will affect all members of the class and members of the representative PAGA group. You may get money from the Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

The Lawsuit alleges the Class Members were not paid overtime wages at the correct overtime regular rate of pay, were not paid sick pay wages at the correct regular rate of pay, and were not provided legally-compliant wage statements. The Lawsuit further alleges these actions constituted unfair business practices under California law. Among other things, the Lawsuit seeks penalties under California's Labor Code Private Attorneys General Act ("PAGA") set forth in California Labor Code section 2699 *et seq.*

The Lawsuit was filed by Plaintiffs Carlos Munguia and Jose Esquivel (together, "Plaintiffs"). They assert the above claims in their individual capacity, as class representatives, and as representatives under PAGA.

Blue Line has denied, and continues to deny, the factual and legal allegations raised in the Lawsuit and believes it has no liability for any of Plaintiffs' or the Class Members' claims under any statute, wage order, common law, or equitable theory. By agreeing to settle, Blue Line is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Blue Line has agreed to settle the case as part of a compromise with Plaintiffs. The Settlement is not an admission of any wrongdoing by Blue Line or an indication that Blue Line violated any law.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

4. How Much Can I Expect to Receive?

Defendant will pay a total sum of \$250,000.00 ("Maximum Settlement Amount"), which includes all settlement payments to Class Members ("Net Settlement Amount"), class counsel's fees and costs, costs of administering the Settlement, payment for alleged civil penalties under PAGA ("PAGA Payment"), and the Class Representatives' Service Awards.

Individual Settlement Payments: Each Class Member who does not exclude himself or herself from the Settlement ("Settlement Class Member") will receive a prorated portion ("Individual Settlement Payment") of the Net Settlement Amount based on the number of pay periods actually worked for Blue Line during the Covered Period ("Pay Periods"). The Settlement Class Member will receive credit for Pay Periods worked as part of the "Regular Rate Class" and/or the "Wage Statement Class," as described below.

The Settlement Administrator will calculate each Individual Settlement Payment by dividing the Net Settlement Amount by the combined total number of Pay Periods for the Regular Rate Subclass, and Wage Statement Subclass, to arrive at the Pay Period Value. The Pay Period Value will then be multiplied by the number of Pay Periods worked by the Class Member as part of the Regular Rate Class and as part of the Wage Statement Class, to arrive at the Individual Settlement Payment for that Class Member.

You will receive approximately the following payment based on your pay periods worked in each Class:

Regular Rate Class: Blue Line's records indicate that you worked approximately «Reg_Rate_Pay_Periods» relevant pay periods between April 6, 2016, through September 1, 2021. Based on these records, your estimated payment as a Class Member in this Class would be \$«Reg_Rate_Payment».

Wage Statement Class: Blue Line's records indicate that you worked approximately «Wage_Statement_Pay_Periods» relevant pay periods between April 6, 2019, through September 1, 2021. Based on these records, your estimated payment as a Class Member in this Class would be «Wage_Statement_Payment».

Individual PAGA Payments: All Class Members who worked for Blue Line in California at any time from April 6, 2019 to September 1, 2021 ("PAGA Group Member") are also entitled to receive a prorated portion of the PAGA Payment, regardless of whether they opt out of the Settlement.

The Settlement Administrator will calculate each PAGA Group Member's Individual PAGA Payment by dividing the 25% of the PAGA Payment to be distributed to Class Members, (i.e. \$6,250) by the total number of pay periods worked by the PAGA Group Members, to arrive at the PAGA Pay Period Value, and then multiplying the PAGA Pay Period Value by the number of Pay Periods worked by each PAGA Group Member.

Blue Line's records indicate that you worked approximately «PAGA_Pay_Periods» relevant pay periods between April 6, 2019, through September 1, 2021. Based on these records, your estimated PAGA Payment is «PAGA_Amount».

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

For tax purposes, Individual Settlement Payments for each individual Regular Rate Settlement Class Member shall be allocated and treated as follows: 10% as wages subject to IRS Form W-2 reporting and applicable taxes/withholdings, and 90% as non-wage income. For Wage Statement Class Members who are not Regular Rate Class Members, Individual Settlement Payments for each individual shall be allocated 100% as non-wage income, penalties and interest.

5. Why Did the Defendant Join in This Notice?

Blue Line does not admit any claim alleged in the Lawsuit and denies that it owes money for any of the claims in this matter. Blue Line is settling the lawsuit as a compromise. Blue Line reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court's file has the Settlement documents with more information on the lawsuit. You may review the Court's docket in the case at <http://www.occourts.org/>.

6. Who Are the Plaintiffs in This Class Action?

Carlos Munguia and Jose Esquivel are the Plaintiffs, Class Representatives, and PAGA Representatives in the Lawsuit. They are acting on behalf of themselves and on behalf of other members of the class and the State of California.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Larry W. Lee, Esq.
Simon L. Yang, Esq.
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555 / Fax: (213) 488-6554
Email: lwlee@diversitylaw.com

William L. Marder, Esq.
POLARIS LAW GROUP LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel.: (831) 531-4214

Defense Counsel

Gregory C. Cheng, Esq.
Carolyn B. Hall, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
One Embarcadero Center, Suite 900
San Francisco, CA 94111

8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. You have three options:

OPTION #1: Participate in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of pay periods you worked for Defendant during the Covered Period, in either or both subclasses. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the pay period information shown above in Section 4 is incorrect, you must submit a written pay period dispute stating why you believe the listed pay periods are not correct. The pay period dispute must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than **August 29, 2023**. You should submit to the Settlement Administrator documentation to support the number of pay periods you believe you worked during the Covered Period. If there is a dispute about the pay periods you worked, the Settlement Administrator will review the records to resolve the dispute.

If you are a current employee of the Defendant, your decision as to whether or not to participate in this Settlement will **not** affect or in any way impact your employment.

OPTION #2: Object to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than **August 29, 2023**. Absent good cause found by the Court, late Objections will not be considered. If you wish to object to the Settlement, you may use the *Notice of Objection* Form included in this Notice Packet.

You may also, if you wish, appear at the Final Approval Hearing set for October 6, 2023 at 1:30 p.m. in Department CX101, of the

Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701 and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IMPORTANT: Prior to the hearing date, you should check www.occourts.org/media-relations/CoronaVirusUpdate.html for the most current instructions regarding how to appear for the hearing and to access services that are available to answer questions.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

OPTION #3: Opt Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written statement (“Opt Out”) indicating you desire to be excluded or otherwise opt out of the Settlement. Your Opt Out must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. You must submit your completed, signed Opt Out to the Settlement Administrator by mail to the address below. To be considered timely, your Opt-Out must be postmarked no later than **August 29, 2023**. Late Opt-Outs will not be considered. If you wish to “opt out” of the Settlement, you may use the *Election Not To Participate In (“Opt Out” From) Class Action Settlement* Form included in this Notice Packet.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive an Individual Settlement Payment. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendant. Individuals who qualify as PAGA Group Members shall still receive an Individual PAGA Payment, regardless of whether they opt out of the Settlement.

EFFECT OF THE SETTLEMENT ON YOUR RIGHTS

Upon final approval of the Settlement by the Court, all Settlement Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all PAGA Group Members will be deemed to have released the Released Parties from all PAGA Released Claims.

“Released Parties” means Blue Line Foodservice Distribution, Inc. and all its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them.

“Released Claims” means all causes of action based on the factual or legal theories alleged in the Action, or that reasonably could have been raised in the Action, including all of the following legal claims: (a) any and all claims for unpaid or underpaid overtime wages; (b) any and all claims for failure to pay sick pay at proper rates; (c) any and all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Action, and including claims for injuries suffered therefrom; (d) any and all claims for the untimely payment of final wages and associated waiting time penalties under Labor Code Section 203 based on the facts, claims, causes of action, or legal theories alleged in the Action, (e) any and all claims under the Business & Professions Code (including Section 17200 *et seq.*) premised on the facts, claims, or legal theories described herein or in the Action; (e) any other claims or penalties under the wage and hour laws pleaded in the Action; and (f) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts and theories alleged in the Action. The period of the Release shall extend to the limits of the Covered Period. To the extent permitted by law, the *res judicata* effect of the Judgment will be the same as that of the Release; and the definition of Released Claims shall not be limited in any way by the possibility that Plaintiffs or Settlement Class Members may discover new facts, legal theories, or legal arguments not alleged in the operative complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

“PAGA Notices” means the August 25, 2020 and August 31, 2020 letters that Plaintiff Esquivel sent to the California Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code §2699.3(a)(c) seeking to exhaust Plaintiffs’ administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§2698, *et seq.*

“PAGA Released Claims” means any and all claims for recovery of civil penalties and attorneys’ fees and costs permissible under PAGA which Plaintiffs and/or the PAGA Group Members had, or may claim to have, against the Released Parties during the PAGA Period, arising from or related to the same set of operative facts as alleged in the Action, or in the PAGA Notices, including: (a) failure to pay overtime; (b) failure to pay sick pay at proper rates; (c) failure to provide complete and accurate wage statements; (d) failure to timely pay wages on termination; and (e) violations of Labor Code Sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 233, 246, 248.5, 510, 558, 1194, 1198, and the applicable IWC Wage Order.

Regardless of whether an individual opts out of the Settlement, all PAGA Group Members will be deemed to have released Blue Line of all PAGA Released Claims.

9. How Will the Attorneys for the Class Be Paid?

The attorneys for the Class Representatives and the Settlement Class will be paid from the Maximum Settlement Amount. The attorneys are seeking a fee of \$83,333 as well as reimbursement of their costs, up to \$20,000. Plaintiffs are each seeking Service Awards of \$10,000 from the Settlement for their service as Class Representatives. Likewise, the Parties agree that \$25,000 shall be allocated to settle the PAGA claim, with \$18,750 to be paid to the LWDA, and the remaining \$6,250 to be divided on a pro rata basis among the PAGA Group Members and included in their Individual Settlement Payments. The Settlement Administrator estimates that the cost of administration will not exceed \$6,000. All of these amounts are to be deducted from the Maximum Settlement, with the remainder available for distributions to Class Members who do not Opt-Out.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Larry L. Lee (213-488-6555) or email him at lwlee@diversitylaw.com, or call the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Settlement Administrator.

Blue Line Foodservice Distribution, Inc. Settlement Administrator

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

<https://www.phoenixclassaction.com/blue-line-foodservice/>

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the Blue Line Foodservice Distribution, Inc. Settlement Administrator which is <https://www.phoenixclassaction.com/blue-line-foodservice/>.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT'S ATTORNEYS WITH INQUIRIES ABOUT THE SETTLEMENT.

ELECTION NOT TO PARTICIPATE IN (“OPT OUT” FROM) CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of Orange
Carlos Munguia et al. v. Blue Line Foodservice Distribution, Inc.
Case No. 30-2020-01157719-CU-OE-CXC

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN AUGUST 29, 2023. IT MUST BE SENT VIA REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

**CARLOS MUNGUIA ET AL. V BLUE LINE FOODSERVICE DISTRIBUTION, INC.
SETTLEMENT ADMINISTRATOR C/O PHOENIX SETTLEMENT ADMINISTRATORS
P.O. BOX 7208 ORANGE, CA 92863**

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS OF EMPLOYEES IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT AND ANY CLAIMS I HAVE WILL NOT BE RELEASED. I FURTHER UNDERSTAND THAT BY EXCLUDING MYSELF FROM THE SETTLEMENT, I AM STILL ENTITLED TO MY PAGA PAYMENT, IF ANY, AND THAT I CANNOT OPT OUT OF THE PAGA SETTLEMENT.

I confirm that I am and/or was employed by Blue Line Foodservice Distribution, Inc. (“Defendant”), and that I work or have worked for Defendant in a non-exempt position in the State of California during any part of the period from April 6, 2016 to September 1, 2021. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the class, and I have decided **not** to participate in the proposed settlement.

Dated: _____

(Signature)

(Last 4 Digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

NOTICE OF OBJECTION FORM

Superior Court of the State of California, County of Orange
Carlos Munguia et al. v. Blue Line Foodservice Distribution, Inc.
 Case No. 30-2020-01157719-CU-OE-CXC

THIS FORM IS TO BE USED ONLY IF YOU OBJECT TO THE TERMS OF THE SETTLEMENT.
 IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND
 IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT
 ADMINISTRATOR SO THAT IT IS POST MARKED ON OR BEFORE AUGUST 29, 2023, TO:

Phoenix Settlement Administrators

Settlement Administrator for *Carlos Munguia et al. v. Blue Line Foodservice Distribution, Inc.* Class Action Settlement

P.O. Box 7208
Orange, CA 92863

**IF YOU DO NOT WANT TO OBJECT TO THE SETTLEMENT, DO NOT
 SUBMIT THIS FORM**

A. PLEASE STATE YOUR IDENTIFYING INFORMATION:

Name: _____

Address Line 1: _____

Address Line 2: _____

Telephone Number: _____

Last 4 Digits of Your Social Security Number: _____

B. LEGAL AND FACTUAL ARGUMENTS SUPPORTING THE OBJECTION:

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection must describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Carlos Munguia et al. v. Blue Line Foodservice Distribution, Inc.* Class Action Settlement on the following grounds (if additional space is necessary, please include additional sheets of paper):

 Dated

 Signature

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	115
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	114
Subtotal Admin Only	\$6,061.50

TOTAL COSTS \$6,000.00

NOT TO EXCEED

September 12, 2023

Case: Munguia et al. v. Blue Line Foodservice Distribution, Inc.

Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	4	\$400.00
Toll Free Setup*	\$108.85	1	\$108.85
Call Center & Long Distance	\$1.50	18	\$27.00
NCOA (USPS)	\$100.00	1	\$100.00
Static Website	\$150.00	1	\$150.00
Total			\$1,085.85

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.15	115	\$17.25
Notice Packet & Opt-Out Form	\$1.00	115	\$115.00
Estimated Postage (up to 1 oz.)	\$0.56	115	\$64.40
Total			\$496.65

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	1	\$50.00
Skip Tracing Undeliverables	\$1.00	0	\$0.00
Remail Notice Packets	\$1.00	0	\$0.00
Estimated Postage	\$0.56	0	\$0.00
Programing Undeliverables	\$50.00	0	\$0.00
Total			\$50.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	2	\$250.00
Case Associate	\$50.00	5	\$250.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	1	\$17.50
Case Manager	\$100.00	3	\$300.00

			Total	\$1,192.50
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Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$50.00	3	\$150.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.50	114	\$171.00
Estimated Postage Checks, W2 and 1099	\$0.56	114	\$63.84
Total			\$1,174.84

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.25	17	\$21.66
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting *	\$950.00	1	\$950.00
(State Tax Reporting Included)			
		Total	\$2,061.66

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

			Total:	\$6,061.50
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