

Marine v. IDC Settlement Administrator
P.O. Box 8060
San Rafael, CA 94912-8060

ICA

Notice of Class Action Settlement. You may be entitled to receive payment.

«Barcode»

Postal Service: Please do not mark barcode

Claim#: ICA-«Claim8» - «CkDig»

«First1» «Last1»

«CO»

«Addr2» «Addr1»

«City», «St» «Zip»

SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF ALAMEDA

If you worked for Interstate Distributor Company and held the position title “Local Hourly Driver” for any period of time from November 28, 2003 to the present, a class action

lawsuit settlement may affect your rights.

A court ordered this notice. This is not a solicitation from a lawyer.

Plaintiff Martin Marine, a former company driver at Interstate Distributor Company (“Interstate Distributor”) has sued Interstate Distributor alleging various violations of the California Labor Code and Business and Professions Code. Interstate Distributor disputes Plaintiff’s claims and contends that it fully complied with California law at all times. The Honorable Winifred Y. Smith, Judge of the Alameda County Superior Court, presides over this case. The lawsuit is known as *Marine v. Interstate Distributor Co., et al.*, Civil Action No. RG 07358277.

- You were previously given notice that the Court allowed the lawsuit to proceed as a class action on behalf of all individuals who have held the position of Local Hourly Driver with Interstate Distributor in California at any time since November 28, 2003. You are getting this notice because Interstate Distributor’s records show that, between November 28, 2003 and July 6, 2016 (the settlement class period), you have held this position.
- The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of a class action lawsuit. This lawsuit alleges that Interstate Distributor violated the California Labor Code and the Business and Professions Code by failing to provide its Local Hourly Drivers with meal and rest breaks as required by California law, and by failing to provide accurate wage statements as required by California law.
- Since you qualify as a class member, unless you decide to opt-out, you will receive money from the Settlement if the Settlement receives final approval from the Alameda County Superior Court.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You WILL be mailed a payment from the Settlement if the Settlement receives final approval from the Alameda County Superior Court.
OBJECT	Write to the Alameda County Superior Court about why you do not like the Settlement.
GO TO A HEARING	Appear in the Alameda County Superior Court to speak to the Judge about the fairness of the Settlement.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to sue your current or former employer Interstate Distributor in a separate lawsuit over the claims resolved by this settlement.

- These rights and options—and the deadlines for objecting to the Settlement or excluding yourself from the class—are explained in this notice.
- **To ask to be excluded (opt-out) or object to the Settlement, you must act before September 19, 2016.**
- The law prohibits retaliation against you for your decision to remain a Class Member or to exclude (opt-out) yourself from the case.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 2

 1. WHAT IS THIS LAWSUIT ABOUT?

 2. WHY IS THERE A SETTLEMENT?

THE SETTLEMENT BENEFITS - WHAT YOU GET 3

 3. WHAT DOES THE SETTLEMENT PROVIDE?

 4. HOW MUCH MONEY CAN I GET?

 5. HOW ARE INDIVIDUAL SETTLEMENT PAYMENTS CALCULATED?

HOW TO GET A PAYMENT 4

 6. WHAT DO I NEED TO DO TO RECEIVE A PAYMENT?

 7. WHEN WILL I GET MY PAYMENT?

YOUR RIGHTS AND OPTIONS 4

 8. WHAT HAPPENS IF I DO NOTHING?

 9. HOW DO I ASK THE COURT TO EXCLUDE ME (OPT-OUT) FROM THE CLASS?

 10. HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT?

THE LAWYERS REPRESENTING YOU 5

 11. DO I HAVE A LAWYER IN THIS CASE?

 12. HOW WILL THE LAWYERS BE PAID?

THE COURT'S FINAL APPROVAL HEARING 6

 13. WHEN AND WHERE THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

GETTING MORE INFORMATION 6

 14. WHERE CAN I FIND MORE INFORMATION ABOUT THIS CASE?

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit is about the following key issues:

- Whether Interstate Distributor made meal breaks available as required by California law, including one meal break after no more than 5 hours of work, and a second meal break after no more than 10 hours of work;
- Whether Interstate Distributor made rest breaks available as required by California law, including a 10 minute rest break every 4 hours or major fraction thereof, and a third rest break for shifts of over 12 hours;
- Whether Interstate Distributor violated California law by not providing drivers with properly itemized wage statements.

The lawsuit seeks to recover wages, premium pay, interest and penalties for the Class, as well as injunctive relief. The lawsuit also seeks to have Interstate Distributor pay Class Counsel’s reasonable legal fees and costs as determined by the Court.

Interstate Distributor denies that it has violated any law and contends that the claims against it have no merit.

2. Why is there a settlement?

The Alameda County Superior Court did not decide in favor of the Plaintiff or the Defendant. Instead, after years of litigation and a thorough investigation into the facts and the legal issues of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and the Class Representative believe that the amount of the Settlement is fair and reasonable in light of the strength of the claims and the risks and delays of further litigation. This way, both sides avoid the cost of further litigation and trial, and the Class members who do not exclude themselves from the Class will get a settlement payment. The Class Counsel and the Class Representative think the settlement is in the best interest of the Class.

More information about why the Court has allowed this lawsuit to be a class action is in the Court’s Order certifying the class, which is available at the website www.HourlyDriverSettlement.com along with other important documents in the case and the Settlement, viewable free of charge.

THE SETTLEMENT BENEFITS – WHAT YOU GET

3. What does the Settlement provide?

Defendant Interstate Distributor has agreed to pay a total of \$2,650,000 to effectuate the full and complete release of the claims in the *Marine* action on behalf of the Class Representative and all *Marine* Settlement Class Members who do not request exclusion from the Class. Specifically, Defendant agrees to pay \$1,500,000 for settlement payments to the *Marine* Settlement Class (the “*Marine* Fund”). Deducted from the *Marine* Fund will be \$25,000 for the cost of administration of the Settlement by a settlement administrator and \$7,500 for a service award for the named Plaintiff Martin Marine. The remaining \$1,467,500 in the *Marine* Fund will be paid on a pro rata basis to each *Marine* Settlement Class Member who does not timely opt-out of the Settlement. In addition, Defendant agrees to pay \$1,150,000 in attorneys’ fees and costs to Class Counsel subject to review and approval by the Superior Court.

If the settlement becomes final, Settlement Class Members will be releasing the Defendant and all related people and entities from all of the claims described and identified in Sections 6a and 7 of the Settlement Agreement, set forth below:

6(a). Upon final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff Marine and the Marine Class Members who do not opt-out of the Settlement and their successors in interest (the “Marine Releasors”), fully release and discharge Defendant and any and all of its parent, subsidiary and affiliated entities including any of their current and former directors, officers and employees (the “Releasees”) from any and all claims, whether known or unknown, that were or could have been alleged or asserted in the Marine Action based on the facts alleged in the Marine Complaint for: failure to provide and/or record rest periods, including any penalties associated therewith; failure to provide and/or record meal periods, including any penalties associated therewith; failure to provide or keep properly itemized wage statements, including any penalties associated therewith; or any other record-keeping violation based on failure to provide meal and/or rest breaks, including any penalties associated therewith. The release of claims for failure to provide or keep properly itemized wage statements extends to any and all claims that wage statements issued to Releasors failed to comply with California law in any way. This release includes any claims brought pursuant to the IWC Wage Orders, the California Code of Regulations or the California Labor Code, common law, California Business and Professions Code §§ 17200 *et seq.*, all claims under California Labor Code Section 558, and all claims for penalties or premium wages or any other derivative or penalty claims associated with any of the claims released by this paragraph including claims for any penalties brought pursuant to the California Private Attorneys’ General Act, Cal. Lab. Code § 2698 *et seq.*, and any and all remedies, wages, civil penalties, fines, and declaratory or injunctive relief for the aforementioned claims for meal and rest period or wage statement violations during the Marine Class Period. The Marine Releasors also release the Releasees for any and all claims for attorneys’ fees, costs, interest and expenses related to any of the claims released herein. The release in this paragraph applies to claims arising from the Marine Releasors’ employment as hourly-paid drivers with Defendant during the Marine Class Period.

7. For the purpose of implementing a full and complete release of the claims in Paragraph 6 of this Settlement Agreement, Plaintiff Marine expressly acknowledges that the releases given in this Settlement Agreement are intended to include, without limitation, claims that Plaintiff Marine did not know or suspect to exist in his favor at the time of the Effective Date of this Settlement Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected Plaintiff’s opinion of the Settlement of this matter; and that the consideration given under this Settlement Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims, despite the fact that California Civil Code section 1542 may provide otherwise. Limited to the scope of the claims released in Paragraph 6 of this Settlement Agreement, Plaintiff Marine who does not timely opt-out expressly waives any right or benefit available to him in any capacity under the provisions of section 1542, which provides as follows:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The claims released will not include any claims arising after the release period, which is from November 28, 2003 through July 6, 2016.

The full Settlement Agreement is available on the Internet website at the website www.HourlyDriverSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can contact the law firms representing the *Marine* Class listed in Question 11 for free or you can, at your own expense, contact your own lawyer if you have any questions about the released claims or what they mean.

4. How much money can I get?

Based on the information provided by Defendant, you have worked a total of <<WksWkd>> work weeks as a Local Hourly Driver during the relevant time period, between **November 28, 2003** and **July 6, 2016** (the “Class Period”). As a result, the estimated amount you will receive from the Settlement if you do not exclude yourself from the Class is \$<<EstSet>> (“Individual Settlement Payment”) before the deduction of applicable tax withholdings, if the Settlement is approved by the Court and assuming all Settlement class members participate in the Settlement. Your number of work weeks was determined solely from Defendant’s records, namely Interstate Distributor’s records of the dates you were employed as a Local Hourly Driver with Interstate Distributor in California at any time during the Class Period.

If you have any questions about the calculation of your Individual Settlement Payment, please contact the Settlement Administrator via **U.S. Mail** to Marine v. IDC Settlement Administrator, P.O. Box 8060, San Rafael, CA 94912-8060 or via **email** at info@HourlyDriverSettlement.com or via **telephone** at (855) 730-8625 or via **fax** to (415) 256-9756 or visit the website www.HourlyDriverSettlement.com.

If you dispute the calculation of the total number of work weeks you worked as a Local Hourly Driver during the Class Period, you will need to object to the calculation and provide pay records or other documentary evidence demonstrating that the total number of work weeks you worked during the times you were employed as a Local Hourly Driver with Interstate Distributor in California at any time during the Class Period is incorrect. The calculation of the work weeks by the Settlement Administrator as shown above shall be deemed accepted by you if you do not object to the calculation in writing and provide pay records or other documentary evidence to the Settlement Administrator via **U.S. Mail** to Marine v. IDC Settlement Administrator, P.O. Box 8060, San Rafael, CA 94912-8060 or via **email** at info@HourlyDriverSettlement.com or via **telephone** at (855) 730-8625 or via **fax** to (415) 256-9756.

5. How are Individual Settlement Payments calculated?

The individual Settlement Class Member pro rata payments from the *Marine* Fund will be based on the number of weeks each Local Hourly Driver worked in a Local Hourly Driver position during the Marine Class Period. In order to calculate the Individual Settlement Payment to each Settlement Class Member, the Settlement Administrator shall first determine the Marine Settlement Class Members who will be participating in the Settlement based on the opt-out forms received (the “Participating Marine Settlement Class Members”). Next, relying on work week data provided by Defendant, the Settlement Administrator shall determine the total number of work weeks worked in a Local Hourly Driver position by all Participating Marine Settlement Class Members. The Settlement Administrator will then multiply the total number of work weeks worked in a Local Hourly Driver position by Participating Marine Class Members by 59.55% (i.e., the percentage of second uninterrupted meal periods of all employee shifts worked as calculated by Plaintiffs’ expert David Breshears, CPA, CFF, for the time period between November 28, 2003 through July 1, 2011) to determine the total eligible work weeks in a Local Hourly Driver position. The Settlement Administrator shall then divide the total eligible work weeks in a Local Hourly Driver position into \$1,467,500 to determine the dollar amount to be paid for each work week worked as a Local Hourly Driver. Participating Marine Settlement Class Members shall be paid that dollar amount for each work week he or she worked as a Local Hourly Driver.

HOW TO GET A PAYMENT

6. What do I need to do to receive a payment?

Nothing. If you do nothing, you will automatically receive your Individual Settlement Payment as calculated above, and you will be bound by the Settlement and its provisions.

However, if you move and do not provide your current address to the Settlement Administrator, you may not receive your payment. Therefore, if you move, please notify the Settlement Administrator of your new address via **U.S. Mail** to Marine v. IDC Settlement Administrator, P.O. Box 8060, San Rafael, CA 94912-8060 or via **email** at info@HourlyDriverSettlement.com or via **telephone** at (855) 730-8625 or via **fax** to (415) 256-9756. It is your responsibility to keep a current address on file with the Settlement Administrator.

7. When will I get my payment?

If the Court approves the Settlement, Individual Settlement Payments are anticipated to be sent out within three (3) months after the Final Approval Hearing on October 7, 2016. However, there may be appeals. If there is an appeal, no Settlement payments will be made until any such appeal is resolved. Visit the website www.HourlyDriverSettlement.com for the most current information about the Settlement.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

If you do nothing, you will still receive money from this Settlement. If the Court approves the Settlement and after appeals, if any, are resolved, the Settlement Administrator will mail an Individual Settlement Payment to you in the amount that the Settlement allows. Unless you exclude yourself, you will not be able to file your own lawsuit, continue with a lawsuit, or be part of any other lawsuit relating to the claims alleged in this lawsuit.

9. How do I ask the Court to exclude me (opt-out) from the Class?

If you wish to exclude yourself (opt-out) from the Class, you must submit a written statement requesting exclusion from the Class on or before **September 19, 2016** (the “Exclusion Deadline Date”). To be valid, such a written request for exclusion must contain your (1) name; (2) address; (3) the address of the Interstate Distributor Co. location(s) at which you reported for work; (4) your date(s) of employment; and (5) a statement signed by you that you wish to be excluded from the Class. In addition, you must return a request for exclusion by mail to Marine v. IDC Settlement Administrator, P.O. Box 8060, San Rafael, CA 94912-8060, and the request for exclusion must be postmarked on or before the Exclusion Deadline Date to be valid. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

10. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself (opt-out) from the Class, you can object to the Settlement if you do not like some or all of it. You must give reasons why you think the Court should not approve the Settlement. To object, you must send a letter stating that you object to the Settlement in this lawsuit. You must also include: (1) your full name, address, and your signature; (2) information identifying yourself as a Class Member; (3) the reasons why you object to the Settlement; (4) the name and address of any attorney representing you, if any; and (5) a statement saying whether you plan to personally appear at the Final Approval Hearing.

Mail the objection to **each of the following** recipients so that it is postmarked no later than **September 19, 2016**.

Settlement Administrator	Class Counsel	Defense Counsel	Clerk of the Court
Marine v. IDC Settlement Administrator P.O. Box 8060 San Rafael, CA 94912-8060	Guy B. Wallace, Esq. Schneider Wallace Cottrell Konecky Wotkyns LLP 2000 Powell St., Suite 1400 Emeryville, CA 94608 Patrick N. Keegan, Esq. Keegan & Baker LLP 6156 Innovation Way Carlsbad, CA 92009 Marc G. Kroop, Esq. Advantage Law Group, LLP 5820 Oberlin Drive, Suite 110 San Diego, CA 92121	David R. Ongaro, Esq. ONGARO PC, 50 California Street, Suite 3325 San Francisco, CA 94111	Alameda County Superior Court ATTN: Clerk’s Office Civil Complex Center 1221 Oak St. Oakland, CA 94612

To be valid and effective, any objections to the approval of the Settlement must be filed with the Clerk of the Court and properly served upon all of the above-listed attorneys and the Settlement Administrator. Any member of the Class who does not make his or her objection in the manner described above shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness, justness, reasonableness or adequacy of the Settlement, and to the award of attorneys’ fees and expenses to Class Counsel, unless otherwise ordered by the Court. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no Individual Settlement Payments will be sent out and the lawsuit will continue.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has appointed the following attorneys and law firms as Class Counsel in this case:

Guy B. Wallace, Esq., Schneider Wallace Cottrell Konecky Wotkyns LLP of Emeryville, CA, Patrick N. Keegan, Esq., Keegan and Baker LLP of Carlsbad, CA, and Marc G. Kroop, Esq., Advantage Law Group of San Diego, CA. They are experienced in handling similar cases against other employers.

Guy B. Wallace, Esq.
Jennifer A. Uhrowczik, Esq.
Schneider Wallace
Cottrell Konecky
Wotkyns LLP
2000 Powell St., Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
gwallace@schneiderwallace.com
juhrowczik@schneiderwallace.com

Patrick N. Keegan, Esq.
Keegan & Baker, LLP
6156 Innovation Way
Carlsbad, CA 92009
Telephone: (760) 929-9303
Facsimile: (760) 929-9260
pkeegan@keeganbaker.com

Marc G. Kroop, Esq.
Advantage Law Group, LLP
5820 Oberlin Drive, Suite 110
San Diego, CA 92121
Telephone: (858) 622-9002
Facsimile: (858) 622-9540
mkroop@advantagelawgroup.com

12. How will the lawyers be paid?

You do not have to pay any of the fees and expenses of Class Counsel. Instead, Defendant has agreed to pay and Class Counsel will request the Court to approve a payment of \$1,150,000 in attorneys' fees and costs. If the Court grants Class Counsels' request, the fees and expenses will not reduce the amount of Settlement funds available for payments to Settlement Class Members. If the Court reduces the amount of the attorneys' fees or costs to be paid to Class Counsel, the reduced amount shall revert to Defendant and shall not increase the amount of money available to Settlement Class Members. Class Counsel has litigated this lawsuit on behalf of the Class Members since November, 2007 on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses.

Class Counsel will apply to the Court to approve their request for attorneys' fees by filing a motion with the Court no later than August 30, 2016.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **11:00 a.m. on October 7, 2016 in Department 21** of the Alameda County Superior Court, 1221 Oak St., Oakland, CA 94612, before the Honorable Winifred Y. Smith, Judge of the Alameda County Superior Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for payment of attorney's fees and costs, claim administration expenses, and the service awards. If there are any objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement, how much to award to Class Counsel as fees and costs, and whether to approve the settlement administrator expenses and the proposed service award. The hearing may be postponed without further notice to the Class; however, you can check the Court's website or www.HourlyDriverSettlement.com to find out if the hearing date has changed. It is not necessary for you to appear at the hearing.

GETTING MORE INFORMATION

14. Where can I find more information about this case?

If you have any questions, please contact the Settlement Administrator via **U.S. Mail** to Marine v. IDC Settlement Administrator, P.O. Box 8060, San Rafael, CA 94912-8060 or via **email** at info@HourlyDriverSettlement.com or via **telephone** at (855) 730-8625.

(2) You may also visit the website www.HourlyDriverSettlement.com that has links to the Settlement notice and the most important documents in the case, viewable free of charge; and

(3) The pleadings and other records in this litigation may be examined (a) online at the Alameda County Superior Court's website, <http://www.alameda.courts.ca.gov/Pages.aspx/DomainWeb>, or (b) in person, you may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

(4) You can also contact Class Counsel directly. Their contact information is set forth in Section 11 above.

PLEASE DO NOT CONTACT THE COURT OR INTERSTATE DISTRIBUTOR REGARDING THIS NOTICE.