

ENDORSED
FILED
ALAMEDA COUNTY

JUN 08 2011

By K. Prows

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13 Attorneys for Plaintiffs and the Putative Class

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15 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17

18 ANNETTE KIELHURN, JOSE BRIDGE, and
PIROOZ HAGHIGHI, individually and on behalf
19 of all others similarly situated,

20 Plaintiffs,

21 vs.

22 VISTAR CORPORATION; a Colorado
Corporation; PERFORMANCE FOOD GROUP
23 INC., a Colorado Corporation, dba ROMA
FOOD; and DOES 2 through 10, inclusive,

24 Defendants.
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Case No.: RG10529045

CLASS ACTION

SOB
[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CERTIFYING
SETTLEMENT CLASS, ORDERING CLASS
NOTICE, AND SETTING FINAL
APPROVAL HEARING

Date: June 8, 2011

Time: 3:00 p.m.

Dept: 17

Judge: Hon. Steven A. Brick

RESERVATION NO. 1179686

1 Plaintiffs Annette Kielhurn, Pirooz Haghghi, and Jose Bridge (“Plaintiffs”) and Defendants
2 Vistar Corporation and Performance Food Group, Inc., doing business in California as Roma Foods
3 (collectively “Roma”), have agreed, subject to Court approval following notice to the Settlement Class
4 and a hearing, to settle this Action upon the terms and conditions set forth in the Settlement
5 Agreement, which is attached as Exhibit 1 to the supporting Declaration of Aaron Kaufmann.

6 Plaintiffs now move the Court to grant preliminary approval of that settlement and to order
7 notice and establish other procedures necessary for the Court to consider whether to grant final
8 approval to the settlement, and to set a date for a final approval hearing. Defendants support that
9 motion.

10 Upon Plaintiffs’ motion for preliminary approval of the Settlement Agreement and for giving
11 of notice and setting of other procedures and schedules as set forth therein, and based upon its review
12 of the Settlement Agreement and all of the files, records, and proceedings herein, the Settlement
13 Agreement appears, upon preliminary examination, to be fair, reasonable, and adequate, such that a
14 hearing should be held after notice to the Class has issued to make a final determination whether the
15 settlement is fair, reasonable, and adequate, and a Final Approval Order and Judgment should be
16 entered in this Action based upon the Settlement Agreement;

17 THEREFORE, IT IS HEREBY ORDERED THAT;

18 1. The Court hereby preliminarily finds that the Settlement Agreement was the product of
19 serious, informed, and non-collusive negotiations conducted at arms’ length by the parties.
20 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good
21 faith.

22 2. The Court further preliminarily finds that the terms of the Settlement Agreement have
23 no obvious deficiencies and appear on their face to be fair, reasonable and adequate, and do not
24 improperly grant preferential treatment to any individual class member or portion of the class. In
25 making this preliminary finding, the Court considered the nature of the claims, the conduct and risks of
26 the litigation, the amounts and kinds of benefits obtained in settlement, the allocation of settlement
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1 proceeds among the class members, and the fact a settlement represents a compromise of the parties'
2 respective positions rather than the result of a finding of liability at trial.

3 3. The Court hereby GRANTS preliminary approval of the Settlement Agreement. The
4 Court preliminarily finds that the terms of the Settlement Agreement are fair, reasonable, and adequate,
5 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and Rule 3.769 of
6 the California Rules of Court.

7 4. In accordance with the Settlement Agreement, the Court hereby conditionally approves
8 the Settlement Amount of One Million Dollars (\$1,000,000).

9 5. The Court finds the start date for the settlement class period to be July 4, 2006 because
10 expenses incurred by Settlement Class Members on or after that date were due and payable on or after
11 August 3, 2006, at which point their cause of action accrued upon non-reimbursement of such
12 expenses under Plaintiffs' allegations in the operative complaint.

13 6. In accordance with the Settlement Agreement, this Court hereby conditionally certifies
14 a Settlement Class consisting of: "All employees who worked in California for Vistar Corporation and
15 Performance Food Group, Inc. from July 4, 2006 to July 31, 2010 in the position of Area Manager."

16 7. In accordance with the Settlement Agreement, this Court hereby appoints the Named
17 Plaintiffs, Annette Kielhurn, Jose Bridge, and Pirooz Haghighi (hereinafter "Class Representatives") to
18 be the representatives of the Settlement Class for the purposes of implementing the settlement in
19 accordance with the Settlement Agreement, and their counsel of record, Aaron Kaufmann and David
20 Pogrel of Hinton Alfert Sumner & Kaufmann and Morris J. Baller and Sarah K. Webb of Goldstein,
21 Demchak, Baller, Borgen & Dardarian, as attorneys for the class (hereinafter "Class Counsel") for the
22 same purposes and to represent the class with regard to the settlement. In the event that the Settlement
23 Agreement terminates for any reason, the conditional certification of the Settlement Class pursuant to
24 this Order shall be vacated automatically and all terms of this Order shall be null and void, the
25 Plaintiffs shall cease to function as representatives of the Class, and this action shall revert to its status
26 as an uncertified putative class action as existed immediately prior to the execution of the settlement
27 agreement.
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1 8. The Court will not decide the amount of any enhancement payments to be paid to Class
2 Representatives Annette Kielhurn, Jose Bridge, and Pirooz Haghighi from the Settlement Amount until
3 the Final Approval Hearing. Each plaintiff must provide evidence regarding the nature of his or her
4 participation in the action, including a description of their specific actions and the amount of time they
5 committed to the prosecution of the case.

6 9. The Court will not approve Class Counsels' requests for attorneys' fees and litigation
7 costs until the Final Approval Hearing, after reviewing information about Class Counsels' hourly rates
8 and the time spent on the case. Before the Final Approval Hearing, Class Counsel must provide the
9 Court with sufficient information for a lodestar analysis, including contemporaneous time records and
10 task-based summaries.

11 10. Ten percent (10%) of the amount of fees awarded to Class Counsel at the Final
12 Approval Hearing shall be kept in the Settlement Administrator's trust fund until the completion of the
13 distribution process and Court approval of a final accounting.

14 11. Simpluris, Inc. is hereby appointed as the Settlement Administrator for purposes of
15 carrying out the notice and claims administration processes, and to make payments and tax filings and
16 forms, as set forth in the settlement agreement. Simpluris, Inc. shall carry out the functions of
17 Settlement Administrator as specified in the Settlement Agreement. The Court will approve the
18 amount of the administrative costs to be awarded from the Settlement Amount at the Final Approval
19 Hearing. Prior to the Final Approval Hearing, the parties shall submit admissible evidence to support
20 their request for administrative expenses up to \$7,000.

21 12. The Court finds that the pro-rata allocation of payments from the Net Settlement
22 Amount among Class Members based on weeks worked as Area Managers during the Class Period,
23 and the allocation of 70% of such payments to taxable payroll and 30% to interest appears to be fair
24 and reasonable, and preliminarily approves those allocations.

25 13. The Court approves the establishment, from settlement checks not cashed by Class
26 Members within 120 calendar days of mailing, of a Reserve Fund for payment of amounts due to Class
27 Members who are identified late in the payment process or who otherwise did not receive payments to
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1 which they were entitled. The Court further approves the use of any amounts remaining in the Reserve
2 Fund after final payments to Class Members to be paid as follows: up to \$30,000 to Roma to offset its
3 payment of employer-side payroll taxes on the individual shares paid out to Class Members, and the
4 remaining funds to the Legal Aid Society-Employment Law Center, which the Court approves as the
5 designated *cy pres* beneficiary.

6 14. The Court approves the form and content of the proposed Notice of Settlement attached
7 hereto as Exhibit A, and further approves of the method and timing of giving of notice as specified in
8 the Settlement Agreement. The envelope for the notice must include the following statement:
9 IMPORTANT: Court-Ordered Notice of Class Action Settlement and Opportunity for You to Claim
10 Money.

11 15. The Court approves the form and content of the proposed Share Form and instructions
12 attached hereto as Exhibit B.

13 16. The Court directs the mailing of the Notice of Settlement and Share Forms and
14 instructions to putative Settlement Class Members by first class mail, as specified in the Settlement
15 Agreement. Within one (1) business day of the mailing of class notice, Defendant will send e-mail
16 notification to all class members who are current employees, informing such class members that the
17 class notice has been mailed and that they should look for the envelope in their home mail delivery.

18 17. The Court orders the following Implementation Schedule for further proceedings:

19 15 days after Preliminary 20 Approval of Settlement.	Mailing by first class mail and email of Class Action Settlement Notice and Settlement Share Form by Settlement Administrator.
21 20 days after mailing of Notice 22 and Settlement Share Form.	Settlement Administrator to conduct trace/search efforts and send a follow up mailing to individuals whose Notice was returned as undeliverable or whose 23 listed address is found to be inaccurate or outdated.
24 45 days after mailing of Notice 25 and Settlement Share Form.	Last day for Class Members to opt out, challenge dates of employment, or submit written objections.

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5 court days before final approval hearing.

Last day for filing and service of papers in support of final settlement approval and requests for attorneys' fees and expenses, administrative costs, and Class Representatives' enhancement payments.

Settlement Administrator to file with the Court and serve on the parties or opt-out statements and written objections or statements of intention to object to the Settlement received from Settlement Class Members, and also file with the Court and serve on the parties its certification of the completion and results of the class notice and related processes.

August 31, 2011

Final Approval Hearing at 3 p.m.

Within 5 days of notice of entry of order granting final approval.

Settlement Administrator to make the final calculation of payments from the Net Settlement Fund to be distributed to the Settlement Class Members and provide all Counsel with a report listing the amount of all payments to be made to each Eligible Settlement Class Member from the Net Settlement Fund.

"Settlement Effective Date"¹

Settlement Administrator to distribute and pay from the Settlement Fund: (1) 90 percent of the attorneys' fees and all of the awarded reimbursed litigation expenses to Plaintiffs' Counsel; (2) checks for the class representatives' service awards; and (3) administration costs paid to the Settlement Administrator.

Within 20 days of Settlement Effective Date

Settlement Administrator to distribute and pay Settlement share checks to all participating Settlement Class Members from the Settlement Fund.

120 days after payment of settlement checks

Expiration of class member settlement checks

Within 10 days of date of expiration of class member settlement checks.

Plaintiffs to submit final Settlement Administrator's report regarding status of payments *and request for remaining attorneys' fees.*

ELU
~~March~~, 2012


Final Accounting Hearing at 3 p.m.

¹ Under the terms of the Settlement Agreement, "Settlement Effective Date" means the date of (i) the Court's order granting final approval of the Settlement, if there are no objections to the settlement; (ii) if there are objections, then upon the expiration of time for appeal of the Court's final approval order; or (iii) if there is an appeal, then upon the final resolution of any appeal from the Court's final approval order.

1 Within 180 days of date of
2 Settlement Effective Date

Settlement Administrator to pay any remaining funds
in the Reserve Fund to (a) Defendants (up to
\$30,000) for employer-side payroll taxes, and then
(b) the court-approved *cy pres* beneficiary.

3
4 15 days after close of the
5 Reserve Fund

Plaintiffs to submit final Settlement Administrator's
report regarding all payments, distribution of residual
funds, ~~and request for retained 10 percent of the~~
~~attorneys' fees~~ 

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7 18. A hearing (the "Final Approval Hearing") shall be held on August 31, 2011 at 3 p.m. in
8 Department 17 of this Court, as set forth in the Class Notice, to determine whether the proposed
9 settlement of this Action is fair, reasonable, and adequate and should be finally approved. The parties'
10 briefs and other papers in support of final approval of the proposed settlement, and Class Counsel's
11 application for an award of attorneys' fees and expenses, shall be filed with the Court no later than five
12 court days prior to the Final Approval Hearing. The Final Approval Hearing described in this
13 paragraph may be postponed, adjourned, transferred or continued by order of the Court without further
14 notice to the Class. After the Final Approval Hearing, the Court may enter a Final Approval Order in
15 accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class
16 Members.

17 19. Any Settlement Class Member who timely objects to the approval of the proposed
18 settlement may appear at the Final Approval Hearing in person or through counsel to show cause why
19 the proposed settlement should not be approved as fair, reasonable, and adequate.

20 20. Objections to the settlement shall be heard, and any papers or briefs submitted in
21 support of said objections shall be considered by the Court only if said objections, papers and/or briefs
22 are mailed to the Settlement Administrator with a postmark within 45 days from the date notice was
23 mailed to the Class. Objectors shall mail to the Settlement Administrator notice of their intention to
24 object. Objections shall state specifically the basis of the objection, and serve copies with proof of
25 service within 45 days from the date notice forms were mailed to the Class, on the parties as follows:

26 Counsel for Plaintiffs and the Settlement Class:

27 David Pogrel
28 HINTON ALFERT SUMNER & KAUFMANN
 1646 N. California Blvd., Suite 600

1 Counsel for Plaintiffs and the Settlement Class:

2 David Pogrel
3 HINTON ALFERT SUMNER & KAUFMANN
4 1646 N. California Blvd., Suite 600
5 Walnut Creek, CA 94596
6 Tel: (925) 932-6006
7 Fax: (925) 932-3412
8 pogrel@hinton-law.com

9 Counsel for Defendants Vistar Corporation and Performance Food Group, Inc.:

10 Robert S. Niemann
11 Seyfarth Shaw LLP
12 560 Mission Street, 31st Floor
13 San Francisco, CA 94105
14 Tel: (415) 397-2823
15 Fax: (415) 397-8549
16 RNiemann@seyfarth.com

17 The objections must state the name and case number of this action. No Class Member shall be entitled
18 to be heard and no objection shall be considered unless these requirements are satisfied. Class Counsel
19 and Defendants' Counsel may, at least five days before the Final Approval Hearing, file responses to
20 any written objections submitted to the Court.

21 21. Any Settlement Class Member who does not make his or her objection to the settlement
22 in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral
23 attack, or otherwise.

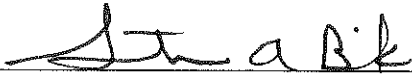
24 22. Any member of the Settlement Class who desires to be excluded from ("opt-out" of) the
25 Settlement Class must mail a signed, written request for exclusion addressed to the Settlement
26 Administrator or to counsel for the parties listed above in paragraph 20 within 45 days from the date
27 notice forms were mailed to the Settlement Class. All such persons who properly mail requests for
28 exclusion from the Settlement Class shall not be Settlement Class Members and shall have no rights
29 with respect to the settlement and no interest in the settlement proceeds. The names and addresses of
30 all excluded individuals shall be attached as an exhibit to the Final Approval Order.

31 23. In the event that the proposed settlement and/or Settlement Agreement is not approved
32 by the Court, or for any reason the parties fail to obtain a Final Approval Order as contemplated in the

1 Settlement Agreement, then the Settlement Agreement and all orders entered in connection therewith
2 shall be null and void and of no effect, and shall not be used or referred to for any purposes
3 whatsoever. In such event, the Settlement Agreement shall be withdrawn without prejudice as to the
4 rights of any and all parties thereto.

5 **IT IS SO ORDERED.**

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7 Dated: June 8, 2011


8 HONORABLE STEVEN A. BRICK
9 Judge of the Alameda County Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA

If you are or were employed by ROMA FOOD as an AREA MANAGER in California, a class action settlement may affect your rights.

The Alameda County Superior Court ("Court") has authorized this notice in *Kielhurn, et al. v. Vistar Corporation, et al.*, Case No. RG10529045 (the "Action"). This is not a solicitation from a lawyer.

- In August 2010, a current Area Manager ("AM") sued Vistar Corporation dba Roma Foods ("Roma"). The employee claimed that Roma failed to reimburse her for business expenses she and other AMs in California incurred in carrying out their daily sales duties, including for mileage, cell phone use, and home office items.
- Roma denies the claims and asserts that, before August 1, 2010 when it introduced the Runzheimer Plan, Roma reimbursed AMs for their business expenses through enhanced compensation, consistent with California law.
- The parties have reached a settlement. The Court has allowed the Action to be a class action for settlement purposes only. The Settlement Class consists of Area Managers employed by Roma in California at any time from July 4, 2006 through July 31, 2010.
- The Court has preliminarily approved a settlement of this case, in which Roma has agreed to pay \$1,000,000 to resolve California AMs' expense reimbursement and related claims.
- You are receiving this notice because Roma's records indicate that you may be a Settlement Class Member in this Settlement. **Read this Notice Carefully, as your legal rights may be affected and you have a choice to make now.**
- **There will be no retaliation by Roma against you** based on your decision to either accept the money from this Settlement or request to be excluded

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

Participate in the Settlement and Collect a Settlement Award.	<i>You need not do anything in order to receive a Settlement Award in this case. However, in exchange for the Settlement Award described below, you will give up your right to sue for expense reimbursements and related claims released by the Settlement.</i>
Request to be Excluded from the Settlement	<i>Opt-out or exclude yourself from the Settlement. Get no benefits from it. If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money, and you will not give up any rights you may have against Roma.</i>
Object to the Settlement	<i>The Court will decide whether any objections to the settlement are valid. If you file an objection and it is rejected by the Court, you will give up your right to sue for expense reimbursements and related claims unless you also file a request to be excluded.</i>

I. BACKGROUND OF THE CASE

On August 3, 2010, Plaintiff Annette Kielhurn ("Kielhurn"), a current AM, filed a class action against Roma on behalf of herself and all other AMs who have worked for Roma in California since July 4, 2006. Jose Bridge and Pirooz Haghighi, former AMs of Roma, later joined as Plaintiffs in the Action. Plaintiffs allege that they and other AMs were not reimbursed for day-to-day business expenses that they incurred while working for Roma as AMs, including vehicle usage costs (i.e., mileage), cell phone use, and home office expenses.

Roma denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and asserts that AMs are reimbursed for expenses through enhanced compensation, consistent with California law. The Court has not decided whether any violations occurred.

After a full day of mediation and arms-length negotiations between the Plaintiffs and Roma (the "Parties"), the Parties reached this Settlement. This Settlement has been given preliminary approval by the Court, and this notice is being sent to all Settlement Class Members who now have the opportunity to receive a portion of the \$1,000,000 settlement payment or exclude themselves from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Who is included in the Settlement?

You are included in the Settlement if you were employed by Roma as an AM in the State of California at any time from July 4, 2006 to July 31, 2010 ("Settlement Class Positions"). **You need not do anything to participate in the Settlement.**

B. How much is my share of the Settlement if it is approved?

Roma will make a settlement payment ("Settlement Payment") of \$1,000,000, if the Court grants final approval of the Settlement. As will be described in more detail below, the amount available for Settlement Class Members from the \$1,000,000 is estimated at \$683,000, calculated as follows:

\$ 1,000,000	(Settlement Amount)
\$ 250,000	(25% Award for Attorneys' Fees)
\$ 20,000	(Estimated Litigation Costs)
\$ 40,000	(Class Representatives' Service Payments)
\$ 7,000	(Estimated Administrator Fees)
\$ 683,000	= Estimated "Net Settlement Fund" Payable to Settlement Class

The Net Settlement Fund may vary depending upon whether, and in what amounts, the Court approves the attorneys' fees, litigation expense reimbursements, and service payments.

The entire Net Settlement Fund will be paid to Settlement Class Members based upon the following formula: The number of weeks worked by each Settlement Class Member as an AM at any time during the period July 4, 2006 through July 31, 2010 (the "Class Period") in relation to the number of weeks worked by all members of the Settlement Class during the Class Period, i.e. a pro-rata portion of the Net Settlement Fund based on time worked by each Settlement Class Member. Preliminarily, it is estimated that each participating Settlement Class Member will be paid approximately \$109 for each week she or he worked as an AM during the Class Period.

Each Settlement Class Member who worked as an AM, according to Roma's records, will receive a payment calculated as described above. **The estimated amount that you can expect to receive pursuant to the proposed terms of the Settlement is stated in the enclosed Share Form.** This estimated amount is subject to change, up or down, depending on the final number of Settlement Class Members who participate in the Settlement and the number of weeks they worked during the Class Period, among other things.

The Settlement Payment to you will be treated as partially (70%) for expenses paid on a “non-accountable” expense reimbursement plan, and partially (30%) as interest. From the portion payable for non-accountable plan expenses, certain withholding taxes will be withheld as required by law. You will receive separate IRS Forms for the two portions of the payment. If you decide to participate in the settlement and collect your share of the fund, **you will be responsible for correctly characterizing these payments for personal tax purposes and paying any taxes owed on the amounts.** Neither the Settlement Administrator, Plaintiffs, Roma, nor their respective lawyers are authorized to provide tax reporting advice and provide no advice as to whether receipt of this payment will impact your prior or future tax filings. **You should obtain independent tax advice regarding these matters.**

C. What if the information on my Share Form is incorrect?

The amount you receive from the Settlement is not subject to dispute by you, except to the extent you believe that it has been incorrectly calculated due to an error in records showing your dates of employment as an AM during the Class Period. The Share Form enclosed with this Notice lists the dates that you worked for Roma as an AM during the Class Period. If you believe that the dates worked information is incorrect, you may dispute or “challenge” the listed time period(s) in which you worked as a AM during the Class Period, by submitting a written challenge along with any documents or other supporting evidence to the Settlement Administrator. Such challenges must be post-marked by no later than , 2011.

Roma’s records will be presumed to be correct, but the Settlement Administrator will evaluate any information and evidence submitted by you and may in its discretion use dates different from those in Roma’s records. Any disputes will be finally resolved by the Settlement Administrator without the possibility of appeal to Class Counsel, Roma, or the Court.

If the Share Form does not correctly state your name or contact information, please inform the Settlement Administrator immediately. You can do this by calling or writing to:

Roma Area Manager Settlement Administrator

c/o Simpluris, Inc.

3176 Pullman Street PO Box 26170

Costa Mesa, CA 92626-3347 Santa Ana, CA 92799

(800) 779-2104 (888) 369-3750

D. When will I receive my Settlement Payment?

The Settlement Payments will be made approximately 20 days after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. The earliest that this could occur is September 20, 2011.

E. What if I do not want to participate in this lawsuit or this Settlement?

IMPORTANT: You will be bound by the terms of the Settlement, unless you submit a timely written request to be excluded from the Settlement. You may wish to exclude yourself from the Settlement if, for example, you are already pursuing, or intend to pursue, your own individual lawsuit for the claims that are covered by this Settlement. To exclude yourself from the Settlement you must mail a written request specifically stating your full name, address, and social security number, as well as the following statement: “I wish to exclude myself or opt out of the class action settlement in the Alameda County Superior Court case of *Kielhurn, et al. v. Vistar Corporation, et al.*, Case No. RG10529045. I understand that by requesting to opt out of the class action settlement, I will not be a Class Member and I will not receive any payments from the Settlement of that case.” Such request for exclusion must be post-marked no later than , 2011.

F. What can I do if I oppose the Settlement?

You may object to the terms of the Settlement before final approval, either by filing a written objection or filing a notice of your intent to appear and object at the final approval hearing at the time and place listed below in this Notice. However, if the Court rejects your objection and approves the Settlement you will be bound by the terms of the Settlement, unless you also submit a request to be excluded from the Settlement.

To object, you must send a written notice of objection or a written notice of your intent to appear and object at the final approval hearing to the Settlement Administrator, with a copy to the Class Counsel, at the addresses shown below. The Settlement Administrator will file your objection with the Court before the final approval hearing. You may also file your objection directly with the Court at the address listed in the section describing the location of the Final Approval Hearing, with a copy to the Settlement Administrator and Class Counsel, but this may result in delays or failure to respond to your objection. **DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL.**

Any written objection and/or notice of your intent to appear at the hearing must state each specific reason in support of your objection and any legal support for each objection. Your written objection and/or notice of your intent to appear at the hearing must also state your full name, address, date of birth, dates of your employment, and positions held at Vistar Corporation dba Roma Food in California. **To be valid and effective, the Settlement Administrator and/or the Court must receive any written objections and/or notices of intent to appear at the hearing not later than [REDACTED], 2011.** A Settlement Class Member who fails to file and serve a written statement of objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

To object, send your objection to :

ROMA AREA MANAGER CLASS ACTION ADMINISTRATOR

3176 Pullman Street PO BOX 26170
Costa Mesa, CA 92626-3317 Santa Ana, CA 92799
(800) 779-2104 (951) 369-3780

And also send a copy of your objection to:

Aaron Kaufmann
David Pogrel
HINTON ALFERT SUMNER & KAUFMANN
1646 North California Blvd., Suite 600
Walnut Creek, CA 94596
Phone: (925) 932-6006
Fax: (925) 932-3412

Morris J. Baller
Sarah Webb
GOLDSTEIN DEMCHAK BALLER BORGEN &
DARDARIAN
300 Lakeside Drive, Ste. 1000
Oakland, CA 94612-3534
Phone: (510) 763-9800
Fax: (510) 835-1417

G. What if I change my mind about opting out of or objecting to the Settlement?

If you file a request for exclusion from the Settlement or file an objection to the Settlement but then change your mind, you can rescind your exclusion request or objection within certain time limits, and in writing. **Any such statement of rescission must be in writing, and must be sent to the Settlement Administrator; and must be received at least a day before the date of the Final Approval Hearing, or August 31, 2011 as currently scheduled, to be effective.** If you submit a timely rescission, the rescinded exclusion request will have no effect on your participation in the Settlement or the amount of any payment you are entitled to receive from the Settlement.

H. What claims will I release by participating in the Settlement?

The participating Settlement Class Members release and discharge Vistar Corporation and Performance Food Group, Inc. from any and all claims averred in the Second Amended Complaint on file in this

Action, which include all claims for damages and/or restitution, interest, and attorneys' fees and expenses under the California Labor Code Section 2802 and California Business and Professions Code § 17200, *et seq.* based on Defendants' alleged failure to reimburse Settlement Class Members for business-related expenses.

I. What additional payments will be made to the Class Representatives?

In addition to their respective shares as participating Settlement Class Members, Plaintiff Kielhurn, will be paid up to \$20,000, and Plaintiffs Bridge and Haghighi will be paid up to \$10,000 each, respectively, subject to Court approval, for their services as Class Representatives bringing this case, as well as their willingness to accept the risks of being Class Representatives. These payments will be deducted from the Settlement Payment.

J. What payments will be made for applicable taxes on Settlement Payments?

Taxes required to be withheld from Settlement Payments to Class Members will be withheld from the portion (70%) of their checks allocated to payments from a non-accountable expense reimbursement plan. No tax withholdings will be made by the Settlement Administrator on the remaining (30%) portion of Settlement Payments.

K. What payments will be made to the attorneys representing the Settlement Class?

Class Counsel will request approval from the Court for payment of attorneys' fees of 25 % of the total Settlement or \$250,000, plus reimbursement of actual litigation costs up to \$20,000. These amounts will be deducted from the Settlement and are subject to Court approval.

L. What payments will be made for costs of settlement administration?

The costs of administering the Settlement--estimated at \$7,000--will be deducted from the Settlement.

M. What is the amount and function of the Reserve Fund?

The parties have agreed to establish a Reserve Fund to pay for payments due to Settlement Class Members that the Settlement Administrator deems to have been mistakenly denied, overlooked, or otherwise disputed. This fund will be comprised of the total from class members' uncashed checks and held in an interest-bearing account for six (6) months after the Court grants final approval to the Settlement. After this time has expired, any funds that remain from the Reserve Fund will be paid as follows: up to \$30,000 will be used to offset Roma's payment of employer-side payroll taxes on the individual settlement shares paid out to the Settlement Class Members; any remaining funds shall be paid to the Legal Aid Society-Employment Law Center as *cy pres* beneficiary. After the Reserve Fund has been paid out in these ways, there will be no funds remaining for any further payments to Settlement Class Members.

III. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on the proposed Settlement on August 31, 2011, at 3 p.m., at Department 17, Alameda County Superior Court, 1221 Oak Street, Oakland, CA 94612. The purpose of this hearing is to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and expense reimbursement and the Class Representatives' service payments. The hearing may be postponed without further notice to the Class; any such postponement will be posted on the Court's website for Department 17.

It is not necessary for you to appear at this hearing unless you wish to object to the Settlement. If you have given written notice of your objection to the Settlement, you may appear at the hearing at your

option if you have filed a notice of intent to appear by , 2011. If you have not given written notice of your objection and intention to appear, any objection you have may not be heard by the Court.

IV. GETTING MORE INFORMATION ABOUT THE SETTLEMENT

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class Action Settlement and Release between Plaintiffs and Vistar Corporation, which can be found on the website of the Alameda County Superior Court. To review these documents, as well as the pleadings and other records in this litigation, go to <http://www.alameda.courts.ca.gov/>. Click on "Domain Web," then click on "Case Summary." In the box provided, enter the case number: RG10529045. Once you are on the Case Summary page, click on "Register of Actions" to view the Court's docket for this case, along with all documents filed in this case. Copies of this Notice and other important documents in this case can also be found at www.gdblegal.com/Cases/Current_Cases/Wage_Hour/Roma_Food.aspx and at www.hinton-law.com/roma. You may contact the Administrator in writing or by telephone at: ~~(800) 779-2104~~. You also may contact Class Counsel listed below for more information:

(888) 369-3780

Aaron Kaufmann
David Pogrel
HINTON ALFERT SUMNER & KAUFMANN
1646 North California Blvd., Suite 600
Walnut Creek, CA 94596
Phone: (925) 932-6006
Fax: (925) 932-3412

Morris J. Baller
Sarah Webb
GOLDSTEIN DEMCHAK BALLER BORGES &
DARDARIAN
300 Lakeside Drive, Ste. 1000
Oakland, CA 94612-3534
Phone: (510) 763-9800
Fax: (510) 835-1417

IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR ROMA'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**
- 2. If you move or change address, please send the Administrator your new address. It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your Settlement Payment. Failure to do so may result in non-payment or delay in payment.**
- 3. It is strongly recommended that you keep a copy of any request for exclusion and/or objection that you submit, and proof of timely mailing and/or faxing, until after the Final Approval hearing.**

BY ORDER OF THE COURT.

EXHIBIT B

**ESTIMATED PAYMENT FORM AND INSTRUCTIONS TO
CHALLENGE DATES OF EMPLOYMENT**

KIELHURN, ET AL. V. VISTAR CORPORATION dba ROMA FOOD

Case No. RG10529045 IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

**Your estimated share of the settlement in this case is \$XXXXX.
This estimate is based on your dates of employment, excluding
leaves of absence, as listed on page 2 of this form.**

**If you accept your dates of employment, you do not need to do
anything to receive your share of the settlement (unless you also
need to update or correct your mailing address).**

**If you wish to challenge the dates of employment listed on page 2,
carefully follow the instructions on this form.**

**TO CHALLENGE THE ESTIMATED AMOUNT OF PAYMENT BASED
ON YOUR DATES OF EMPLOYMENT AS AN AREA MANAGER,
THIS FORM MUST BE SIGNED AND POSTMARKED OR FAXED
NOT LATER THAN _____.**

<p>MAIL TO: ROMA AREA MANAGER ADMINISTRATOR c/o SIMPLURIS, INC. 3176 Pullman Street PO BOX 26170 Costa Mesa, CA 92626-3317 Santa Ana, CA 92799 OR FAX TO: (714) 824-8591</p>

Important:

1. It is strongly recommended that you keep proof of timely mailing and/or faxing for your records until receipt of your settlement payment. You do NOT have to submit this form if you believe the

Page 1 of 3

QUESTIONS? CALL TOLL FREE 1-(800)-~~xxx/xxxx~~ **(888) 369-3786**
Please do not call the Court directly.

dates of employment listed below are accurate.

2. If you change your mailing address, please send your new mailing address to the Administrator. It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your settlement payment.

EMPLOYMENT DATES AND CHALLENGE INFORMATION

<<Name>>

<<Address>>

<<City>>, <<State> <Zip>>

(____) _____ -- _____

Home Telephone Number

Your Compensable Workweeks

Roma Food's records show that during the Class Period of July 4, 2006 through July 31, 2010, you held the position of Area Manager in California in the following time periods:

<<Dates>>

You were on a leave of absence from _____ to _____ (or "N/A" if no leaves of absence noted)

Your total number of Compensable Workweeks is: <<number of workweeks>>

Your Estimated Payment

Based upon the estimated share for each compensable workweek at an estimated amount per week worked of \$109.33, your settlement share is currently estimated at \$ _____, assuming that all Settlement Class Members identified to date participate in the Settlement (i.e., can be located and do not opt out). This amount is subject to change, either up or down, depending upon the number of Settlement Class Members who submit challenges to estimated amounts, the outcome of those challenges, the number of Class Members who opt out, and other possible factors.

CHALLENGE

Check a box below ONLY if you wish to challenge the dates listed below. All Fields must be complete for your challenge to be accepted:

- I wish to challenge the employment dates listed above. I have included a written statement of what I believe to be my correct dates of employment as an Area Manager with Roma Food in California during the period from July 4, 2006 through July 31, 2010. I have also included information and/or documentary evidence that supports my challenge. I understand that, by submitting this challenge, I authorize the Administrator to review Roma Food's records and determine the validity of my challenge based upon Roma Food's records as well as the dates, records and information that I am submitting.

Signature

Name of Class Member: _____ [preprinted]

Social Security Number (last five digits): _____

I believe that my correct dates of employment as an Area Manager for Roma Food during the class period are _____ to _____.

Statement of reasons and documentation of dates of employment according to Class Member: _____

[attach documentation and use separate page(s) as necessary]