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10 Attorneys for Plaintiff  
VICTORIA CRUZ MARTINEZ, on behalf of herself and others similarly situated  
11

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

14 VERONICA CRUZ MARTINEZ, an  
individual on behalf of herself and all others  
15 similarly situated,

16 Plaintiffs,

17 vs.

18 WEST COAST PRIME MEATS, LLC, a  
California limited liability company; and  
19 DOES 1 through 50, inclusive,

20 Defendants.  
21

Case No.: 30-2021-01185742-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:  
Hon. Randall J. Sherman  
Dept.: CX-105

**AMENDMENT TO THE CLASS ACTION  
AND PAGA SETTLEMENT  
AGREEMENT**

1 **RECITALS**

2 A. This Amendment to the Class Action and PAGA Settlement Agreement (the  
3 “Amendment”) is made for the sole purpose of attempting to consummate settlement in the above-  
4 captioned case (“Action”) on a class-wide basis and is made in compromise of disputed claims.  
5 Because this is a putative class action, this Amendment and the related Class Action and PAGA  
6 Settlement Agreement, fully executed by the Parties (the “Settlement Agreement”), must receive  
7 preliminary and final approval by the Court.

8 B. This Amendment is entered into by Plaintiffs Veronica Cruz Martinez and Maria  
9 Morales (collectively “Plaintiffs” or “Class Representatives”) and Defendant West Coast Prime  
10 Meats, LLC (“Defendant”) (all collectively, the “Parties”).

11 C. This Amendment modifies the Settlement Agreement in accordance with the Court’s  
12 ruling from February 2, 2024.

13 D. The Parties stipulate and agree to the following terms of this Amendment with the  
14 intent that this Amendment and the Parties’ executed Settlement Agreement finally dispose of the  
15 Action and all claims in the operative complaints in the Action.

16 **AMENDMENT TO SETTLEMENT AGREEMENT AND STIPULATION**

17 **I.** The Parties agree that the terms of the Settlement Agreement be changed, as follows:

18 **A. Amendment Shall Control.** This Amendment modifies the Settlement  
19 Agreement as set forth below. The Settlement Agreement and the Amendment together constitute  
20 a binding agreement among the Parties. In the event of a conflict or inconsistency between the terms  
21 of the Settlement Agreement, on the one hand, or the terms of this Amendment, on the other hand,  
22 the terms of this Amendment shall control.

23 **B. Tax Allocation of Individual Class Payments.** The Parties agree that  
24 Paragraph 3.2.4.1 of the Settlement Agreement is amended and replaced in its entirety to read as  
25 follows:

26 “33.33% of each Participating Class Member’s Individual Class Payment will be allocated  
27 to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax  
28 withholding and will be reported on an IRS W-2 Form. The remaining 66.67% of each Participating

1 Class Member's Individual Class Payment will be allocated to settlement of claims for interest and  
2 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings  
3 and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility  
4 and liability for any employee taxes owed on their Individual Class Payment."

5 **C. Workweek and/or PAGA Pay Period Challenges.** The Parties agree that  
6 Paragraph 7.8.4 of the Settlement Agreement is amended and replaced in its entirety to read as  
7 follows:

8 "The Administrator and the Parties will attempt to resolve any workweek and/or pay period  
9 disputes, but the Court ultimately will decide any unresolved disputes."

10 **D. Released PAGA Claims.** The Parties agree that Paragraph 5.3 of the  
11 Settlement Agreement is amended and replaced in its entirety to read as follows:

12 "All Non-Participating Class Members and Participating Class Members who are Aggrieved  
13 Employees are deemed to release, on behalf of themselves and their respective former and present  
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
15 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
16 based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice. This  
17 release shall apply to claims arising during the PAGA Period."

18 **E. Class Size Estimates.** The Parties agree that Paragraph 8 of the Settlement  
19 Agreement is amended and replaced in its entirety to read as follows:

20 "Based on its records, Defendant estimates that, as of the date of this Agreement, (1) there  
21 are 309 Class Members and 21,346 total workweeks during the Class Period and (2) there were 309  
22 Aggrieved Employees who worked 11,076 Pay Periods during the PAGA Period. If the number of  
23 Total Workweeks encompassed within the Class Period exceeds 21,346 by more than 10%, then the  
24 Gross Settlement Amount shall be increased in proportion to the percentage increased in the number  
25 of Total Workweeks in the Class Period in excess of 10%."

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27 ///

28 ///

1                   **IT IS SO AGREED.**

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3   Dated: April 27, 2024

PLAINTIFF Veronica Cruz Martinez



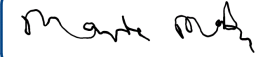
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Veronica Cruz Martinez

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6   Dated: April 25, 2024

PLAINTIFF Maria Morales



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Maria Morales

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9   Dated: April \_\_, 2024

DEFENDANT WEST COAST PRIME MEATS, LLC

10                   Name: \_\_\_\_\_

11                   Its: \_\_\_\_\_

12

13   Dated: April 29, 2024

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian, Esq.

Counsel for Plaintiff Veronica Cruz Martinez and Maria Morales, on behalf of themselves and all others similarly situated

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17   Dated: April 29, 2024

D.LAW, INC.



Natalie Haritounian, Esq.

Counsel for Plaintiff Veronica Cruz Martinez and Maria Morales, on behalf of themselves and all others similarly situated

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22   Dated: April \_\_, 2024

JACKSON LEWIS P.C.

23                   Kathy A. Le., Esq.

Counsel for Defendant West Coast Prime Meats, LLC

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PLAINTIFF Veronica Cruz Martinez

PLAINTIFF Maria Morales

Dated: April 30, 2024

DEFENDANT WEST COAST PRIME MEATS, LLC

Dated: April \_\_, 2024

DAVID YEREMIAN &amp; ASSOCIATES, INC.

Dated: April \_\_, 2024

D.LAW, INC.

Dated: April 30, 2024

JACKSON LEWIS P.C.

Kathy A. Le., Esq.  
Counsel for Defendant West Coast Prime Meats, LLC

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

*Veronica Cruz Martinez v. West Coast Prime Meats, LLC, Orange County Superior  
Court, Case No. 30-2021-01185742-CU-OE-CXC*

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against West Coast Prime Meats, LLC ( “West Coast Prime Meats”) for alleged wage and hour violations. The Action was filed by former West Coast Prime Meats employees Veronica Cruz Martinez and Maria Morales (collectively “Plaintiffs”) and seeks payment of: (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for West Coast Prime Meats during the Class Period (February 24, 2020 to December 31, 2022); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for West Coast Prime Meats during the PAGA Period (February 24, 2020 to December 31, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring West Coast Prime Meats to fund Individual Class Payments; and (2) a PAGA Settlement requiring West Coast Prime Meats to fund Individual PAGA Payments and pay an amount to the California Labor and Workforce Development Agency (“LWDA”).

Based on West Coast Prime Meats’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to West Coast Prime Meats’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on West Coast Prime Meats’ records showing that **you worked \_\_\_\_\_ Workweeks** during the Class Period and **you worked \_\_\_\_\_ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods, you can submit a challenge by the Response Deadline. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires West Coast Prime Meats to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against West Coast Prime Meats.

If you worked for West Coast Prime Meats during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against West Coast Prime Meats.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting filling out the Request for Exclusion Form attached to this notice. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against West Coast Prime Meats, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**West Coast Prime Meats will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

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

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

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former West Coast Prime Meats employees. The Action accuses West Coast Prime Meats of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for PAGA civil penalties. Plaintiffs are represented by attorneys in the Action: David Yermian & Associates, Inc. (“Class Counsel”).

West Coast Prime Meats strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether West Coast Prime Meats or Plaintiffs are correct on the merits.



In the meantime, Plaintiffs and West Coast Prime Meats hired a retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and West Coast Prime Meats have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, West Coast Prime Meats does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- i. West Coast Prime Meats Will Pay \$350,000.00 as the Gross Settlement Amount (Gross Settlement). West Coast Prime Meats has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, West Coast Prime Meats will fund the Gross Settlement not more than 28 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- ii. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - a. Up to \$116,666.67 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - b. Up to \$5,000 to each of the two Plaintiffs as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
  - c. Up to \$8,450.00 to the Administrator for services administering the Settlement.
  - d. Up to \$50,000 for the PAGA Amount, allocated 75% to the LWDA PAGA

Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- iii. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
- iv. Taxes Owed on Payments to Class Members. Plaintiffs and West Coast Prime Meats are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. West Coast Prime Meats will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

- vi. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,

Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against West Coast Prime Meats.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against West Coast Prime Meats based on the PAGA Period facts alleged in the Action.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties (as that term is defined in the Settlement) from: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to maintain accurate records; (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative

complaints, and (viii) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, including but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, 2699.3 (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members, other than the Class Representatives, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- x. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and West Coast Prime Meats has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against West Coast Prime Meats, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against West Coast Prime Meats or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

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

- i. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ \_\_\_\_\_ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the

number of PAGA Pay Periods worked by each individual Aggrieved Employee.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept West Coast Prime Meats' calculation of Workweeks and/or PAGA Pay Periods based on West Coast Prime Meats' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. While the Parties and the Administrator will attempt to resolve any such dispute, the Court ultimately will decide any unresolved disputes.

## **5. HOW WILL I GET PAID?**

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

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

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

Fill out the Request for Exclusion Form attached to this notice with your name, present address, and telephone number. Be sure to personally sign your request. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Request for Exclusion must be mailed to the Administrator \_\_\_\_\_ at \_\_\_\_\_ and be postmarked by \_\_\_\_\_ or it will be invalid and you will be bound by the settlement. Section 9 of the Notice has the Administrator's contact information.

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

Only Participating Class Members have the right to object to the Settlement. Before deciding

whether to object, you may wish to see what Plaintiffs and West Coast Prime Meats are asking the Court to approve. At least 16 court days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating: (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ or the Court's website \_\_\_\_\_.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Veronica Cruz Martinez v. West Coast Prime Meats, LLC* and include your name, current address, telephone number, and approximate dates of employment for West Coast Prime Meats and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

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

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Department CX-105 of the Orange Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything West Coast Prime Meats and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any

other Settlement documents is to go to \_\_\_\_\_'s website at \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access/>) and entering the Case Number for the Action, Case No. 30-2021-01185742-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office by calling (657) 622-6878.

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

Class Counsel:

David Yeremian  
David@yeremianlaw.com  
Natalie Haritonian  
Natalie@yeremianlaw.com  
David Yeremian & Associates, Inc.  
2540 Foothill Blvd., Suite 201  
La Crescenta, CA 91214  
(818) 230-8380

Settlement Administrator:

Name of Company:  
Email Address:  
Mailing Address:  
Telephone:  
Fax Number:

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

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

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

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

REQUEST FOR EXCLUSION FORM

**VERONICA CRUZ MARTINEZ vs. WEST COAST PRIME MEATS, LLC**  
**Case No. 30-2021-01185742-CU-OE-CXC**

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2024, TO: ILYM GROUP, INC. AT **INSERT ADDRESS**.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME]        Former Names (if any):

[ADDRESS LINE 1] \_\_\_\_\_

[ADDRESS LINE 2] \_\_\_\_\_

[TELEPHONE NUMBER] \_\_\_\_\_

**THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.**

**IF YOU OPT OUT OF THE CLASS, YOU WILL NO LONGER BE A MEMBER OF THE CLASS, YOU WILL BE BARRED FROM PARTICIPATING IN THIS CLASS SETTLEMENT, AND YOU WILL RECEIVE NO SETTLEMENT PAYMENT OR OTHER BENEFITS FROM THIS CLASS SETTLEMENT. BY OPTING OUT OF THE CLASS, YOU WILL RETAIN WHATEVER INDIVIDUAL RIGHTS OR CLAIMS YOU MAY HAVE, IF ANY, AGAINST DEFENDANT, AND YOU WILL BE FREE TO PURSUE THEM ON AN INDIVIDUAL BASIS. HOWEVER, ALL AGGRIEVED EMPLOYEES WILL BE ISSUED PAYMENT OF THEIR PAGA AGGRIEVED EMPLOYEE PAYMENT REGARDLESS OF WHETHER THEY OPT OUT OF THE CLASS SETTLEMENT.**

**[ ] By checking the box to the left, and signing and completing the below, I agree to the following: I do not want to participate in the class settlement in Martinez vs. West Coast Prime Meats, LLC, Case No. 30-2021-01185742-CU-OE-CXC. I understand by not participating and excluding myself from the settlement, that I will not receive any money from the class settlement. I understand that all Aggrieved Employees will still be issued payment under PAGA regardless of whether they opted out of the class settlement.**

Executed on \_\_\_\_\_, 2024

Signature: \_\_\_\_\_