

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF KINGS**

DANIEL FERNANDEZ, individually and	)	
on behalf of all others similarly situated,	)	
	)	CASE NO.: 25CU0022
Plaintiff,	)	[Consolidated with Case Nos. 25CU0023 and 25
	)	CU0036]
vs.	)	
	)	
CENTRAL VALLEY MEAT COMPANY,	)	
INC.	)	
	)	
Defendant.	)	
	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement, effective as of the last date of execution hereof, is made and entered into by and among the following Settling Parties: (i) Daniel Fernandez, Bryan Colis, and Armanie Anderson (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), and (ii) Central Valley Meat Co., Inc. (“Central Valley” and, together with Representative Plaintiffs, the “Parties”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

This matter concerns a putative class action *Daniel Fernandez v. Central Valley Meat Co, Inc.*, Kings County Superior Court, Case No. 25CU0022 (the “Litigation”), which arises out of an alleged Data Incident (as defined below) suffered by Central Valley on or about May 23, 2024. Specifically, a third-party threat actor allegedly gained unauthorized access to Central Valley’s systems and may have accessed and acquired files containing the personally identifiable information (“PII”), including names and Social Security numbers, of approximately 18,821

current and former Central Valley employees.

Plaintiff Fernandez filed his putative class action on January 16, 2025 and Plaintiffs Colis and Anderson filed their complaints shortly thereafter. The actions were consolidated under the *Fernandez* Action on April 25, 2025. Central Valley subsequently demurred to the Consolidated Complaint on September 3, 2025 and moved to compel Plaintiffs Fernandez and Colis to arbitration on September 4, 2025. Following the filing of those motions, the Parties agreed to stay the litigation and to attend a full day mediation before Jill Sperber of Judicate West on December 2, 2025. Prior to mediation, the Parties exchanged informal discovery to facilitate settlement negotiations. As a result of those efforts, the Parties reached a settlement at mediation, the terms of which are memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Central Valley relating to the Data Incident, by and on behalf of Representative Plaintiffs and the Settlement Class Members (collectively, the “Litigation”).

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Complaint, have merit. Representative Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Central Valley through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class Members.

## **III. DENIAL OF WRONGDOING AND LIABILITY**

Central Valley denies (i) each and all of the claims and contentions alleged against it in

the Litigation; (ii) the Class Representatives and Settlement Class Members have suffered any damages; and (iii) that the Litigation satisfies the requirements to be certified or tried as a class action. Nonetheless, Central Valley has concluded that continuing with the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability. This prohibition on use as an admission applies in all contexts, including but not limited to regulatory proceedings, insurance coverage disputes, and any other litigation.

#### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members and Central Valley that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and judgment shall be entered as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement. The Settling Parties agree that, after entry of judgment, the Court will retain jurisdiction over the Settling Parties, the Litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing claims administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

##### **1. Definitions**

As used in the Settlement Agreement, the following terms have the meanings specified below:

- 1.1 “Agreement” or “Settlement Agreement” means this agreement.
- 1.2 “California Settlement Subclass” means all citizens of the state of California who

received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024. The California Settlement Subclass specifically excludes: (i) Central Valley and Central Valley’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Central Valley has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

1.3 “California Settlement Subclass Member(s)” means a Person(s) who falls within the definition of the California Settlement Subclass.

1.4 “Claims Administration” means the processing and payment of claims received from Settlement Class Members and California Settlement Subclass Members by the Claims Administrator, pursuant to the Notice Plan set forth in ¶ 3.2.

1.5 “Claims Administrator” means Simpluris, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

1.6 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.4.

1.7 “Claim Form” means the form that a Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a signature or electronic verification, but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.8 “Costs of Claims Administration” means all actual and reasonable costs and expenses associated with or arising from Claims Administration, including all costs of providing notice, processing claims, distributing Settlement Benefits, and maintaining the Settlement

Website and toll-free telephone number.

1.9 “Court” means the Superior Court of the State of California, County of Kings.

1.10 “Data Incident” means the cyberattack experienced by Central Valley on or about May 23, 2024, in which an unauthorized third-party threat actor allegedly accessed the PII of current and former Central Valley employees and others.

1.11 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.14 and ¶ 9.1 herein have occurred and been met.

1.13 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14 “Judgment” means a final judgment rendered by the Court.

1.15 “Long Notice” means the written long-form notice (including electronic notice) of the proposed class action settlement to be posted on the settlement website, substantially in the form as shown in **Exhibit C** attached hereto.

1.16 The “Notice Commencement Date” means the date by which notice of settlement to Settlement Class Members shall commence and shall be thirty (30) business days after the entry of the Preliminary Approval Order.

1.17 “Objection Date” means the date by which Settlement Class Members must mail to the Claims Administrator their written objection to the Settlement for that objection to be effective.

The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.18 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.19 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class and California Settlement Subclass.

1.21 “Plaintiffs’ Counsel” and “Class Counsel” means Daniel Srourian of Srourian Law Firm, P.C. and John Nelson of Milberg, PLLC.

1.22 “Related Entities” means Central Valley’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Central Valley’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.23 “Released Claims” shall collectively mean any and all claims, causes of action, damages, and penalties that have been alleged in the operative Complaint on behalf of any Settlement Class Member, or that could have been alleged on behalf of any Settlement Class

Member because they reasonably arise out of the same set of facts as alleged in the operative Complaint, including any claims that a Settlement Class Member is or in the future could be damaged based on access to their PII as a result of the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class, including Unknown Claims as defined herein.

1.24 “Released Persons” means Central Valley, its Related Entities, and each of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.25 “Representative Plaintiffs” means Daniel Fernandez, Bryan Colis, and Armanie Anderson.

1.26 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27 “Settlement Class” means All citizens of the United States who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024. The Settlement Class specifically excludes: (i) Central Valley and Central Valley’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Central Valley has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

1.28 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29 “Settling Parties” means, collectively, Central Valley and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Short Notice” means the postcard short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the settlement website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing (if set prior to the Notice Commencement Date (as defined herein)). The Short Notice will be mailed to all Class Members and emailed to those Class Members with known email addresses.

1.31 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.32 “Valid Claim” means a Settlement Claim in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

1.33 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Representative Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties arising out of or related to the Data Incident and claims pled in the Complaint that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Members, including Representative Plaintiff, expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims. With respect to any and all Released Claims, including Unknown Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and

benefits conferred by California law, or the law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Settlement Class Members may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, including Unknown Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## **2. Settlement Benefits**

2.1 Lost Time Payment. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive compensation for up to two hours of time spent responding to the Data Incident at a rate of twenty-five (\$25.00) dollars per hour in the form of a check or other form of cash payment. Claims for lost time are subject to the \$5,000 cap in Section 2.3 below.

2.2 California Statutory Claim Payment. California Settlement Subclass Members who submit a Valid Claim are eligible for a separate California statutory damages award. The amount awarded to California Settlement Subclass Members who submit a Valid Claim shall be seventy-five dollars and no cents (\$75.00). To claim this \$75.00 benefit, California Settlement Subclass Members must submit a Claim Form (**Exhibit A** to this Settlement Agreement) and attest that they

were a California resident at the time of the Data Incident about which they were notified by Central Valley.

2.3 Extraordinary Expense Reimbursement. Central Valley shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed five thousand dollars and no cents (\$5,000.00) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was substantially more likely than not caused by the Data Incident; (c) the loss occurred during the period from May 23, 2024 through and including the end of the Claims Deadline (see ¶ 2.4); and (d) the claimant made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance as required under ¶ 2.4.4. The total of all amounts recovered under this paragraph and paragraph 2.1 shall not exceed \$5,000.00 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶¶ 2.1 or 2.2. For avoidance of doubt, the \$5,000 cap includes claims under paragraph 2.1 (Lost Time) and paragraph 2.3 (Extraordinary Expenses), but does not include the California statutory payment under paragraph 2.2.

2.4 Claims Process. Settlement Class Members seeking reimbursement under ¶¶ 2.1 or 2.3, and California Settlement Subclass Members seeking reimbursement under ¶ 2.2, must complete and submit a valid, written Claim Form to the Claims Administrator, postmarked on or before the ninetieth (90<sup>th</sup>) day after the deadline for the completion of Notice to Settlement Class Members as set forth in ¶ 3.2 (the “Claims Deadline”). The Notice will specify this deadline and other relevant dates described herein.

2.4.1 As proof of class membership, any Person filing a claim must attest that he or she is a Settlement Class Member and also submit the unique code to be provided by the Claims Administrator based on the approved list of class members to be sent direct Notice. In order to claim expense reimbursement, related documentation must be provided with the

Claim Form, and the payment claimed pursuant to the Claim Form cannot have been reimbursed from any other source.

2.4.2 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator (as described below in Section 2.5.2), shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.5.

2.4.3 Claimants seeking reimbursement for expenses or losses described in ¶ 2.3 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses.

2.4.4 Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.5 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. Mailed claims must be postmarked on or before the Claims Deadline in order to be valid.

2.4.6 No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.4.7 Claimants seeking payment pursuant to ¶ 2.2 must also attest that the claimant was a resident of the State of California at the time of the Data Incident about which they were notified by Central Valley. Notarization shall not be required.

2.5 Identity-Theft Protection and Credit Monitoring. Settlement Class Members will

automatically receive a code to enroll in two years of one bureau credit monitoring. “Automatic” shall be understood to mean that the codes for the services will be sent with the Short Notice, and Settlement Class Members will not be required to file a formal claim to obtain this benefit, but rather will merely need to enroll and activate the service after the Effective Date.

2.5.1 Settlement Class Members will receive these identity protection and credit monitoring services whether or not they make a claim for a monetary recovery under this Settlement.

## 2.6 Dispute Resolution for Claims.

2.6.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant is a California Settlement Subclass Member; (3) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant’s class membership and the expenses described in ¶ 2.3; and (4) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.6.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.6.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim submitted under ¶ 2.3. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.6.4 Settlement Class Members shall have thirty (30) days from receipt of the Claims Administrator's decision to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member does not timely accept or reject an offer of partial payment, the Settlement Class Member will be deemed to have accepted such partial payment offer. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid. If the claimant does not approve the final determination within thirty (30) days, then the dispute will be determined by the Claims Administrator within an additional ten (10) day period.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by Central Valley.

2.8 Settlement Class and California Settlement Subclass Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class and California Settlement Subclass. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the

Settlement Class and California Settlement Subclass provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class and California Settlement Subclass had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class and California Settlement Subclass is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

Any orders preliminarily or finally approving the certification of the Settlement Class or California Settlement Subclass contemplated by this Settlement Agreement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion in this Action or any other proceeding. In addition, the fact that Central Valley did not oppose certification of the Settlement Class or California Settlement Subclass under this Settlement Agreement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

2.9 Equitable Terms. In addition to the foregoing settlement benefits, Central Valley has implemented and will maintain certain reasonable steps to adequately secure its systems and environments. Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident and estimating the annual cost of those improvements. This declaration is provided solely to facilitate settlement and shall not be admissible in any proceeding, shall not constitute an admission that prior security measures were inadequate, and shall not waive any privilege or protection. The declaration shall be maintained as "Attorneys' Eyes Only" and shall not be filed with the Court, and shall not be disclosed to Settlement Class Members or any third party.

### **3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing**

3.1. Class Counsel will file a motion for preliminary approval of the Settlement

Agreement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order with, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Approval Hearing and briefing schedule for Motion For Final Hearing and Application for Representative Plaintiffs' Service Awards and Attorneys' Fees and Costs;
- d) appointment of Class Counsel;
- e) appointment of Plaintiffs as Representative Plaintiffs;
- f) approval of a customary form of short form notice to be mailed to all Class Members and emailed to those Class Members with known email addresses ("Short Notice") substantially similar to the ones attached hereto as **Exhibit B** and a customary long form notice to be posted on the settlement website ("Long Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.
  - i) Class Counsel and Central Valley's counsel shall work together to prepare proposed Preliminary Approval Order and Final Approval Order, which both parties must approve in writing before filing with the Court. Class Counsel shall provide Central Valley's counsel with drafts of the motion for preliminary approval, motion for final approval, and all proposed

orders at least five (5) business days prior to filing to ensure there are no requested revisions from Central Valley.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 Central Valley shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs, and expenses of Class Counsel, and service awards to Representative Plaintiffs, shall be paid by Central Valley as set forth in ¶ 7 below, subject to Court approval. Central Valley agrees to make an initial payment as determined by the Claims Administrator and deposit that payment into an account established by the Claims Administrator as follows: thirty (30) days after this Court enters the Preliminary Approval Order, which shall be available to cover all costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2 and Costs of Claims Administration under ¶8.1 incurred prior to the entry of the Final Approval Order and Final Judgment. The timing set forth in this provision is contingent upon the receipt of a W-9 and payment instructions from the Claims Administrator. If Central Valley does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified in this paragraph shall be made within thirty (30) days after Central Valley receives this information. Notice shall be provided in English to Class Members and shall be subject to approval by the Court as meeting constitutional due process requirements (the "Notice Plan"):

3.2.1 Central Valley will provide the list of Settlement Class Members with available last known mailing addresses and email address (if any) from its system to the Claims Administrator within ten (10) business days of the entry of the Preliminary Approval Order.

3.2.2 Notice by Mail and Email. The Claims Administrator will work with Class Counsel and counsel for Central Valley to format the Short Notice for mailing and emailing. Upon approval, Claims Administrator will coordinate the preparation of Short

Notice proofs for Class Counsel and counsel for Central Valley to review and approve. Central Valley shall provide email addresses for Settlement Class Members to the extent available in Central Valley's records. If Central Valley does not have email addresses for the majority of Settlement Class Members, the Parties may agree to omit email notice entirely and proceed with mail notice only.

3.2.3 On the Notice Commencement Date, Claims Administrator will commence mailing the Short Notice to all Settlement Class Members and emailing the Short Notice to those Settlement Class Members with a known email address.

3.2.4 Short Notices by mail will be sent by First-Class Mail to all physical addresses as noted above. In preparation for the notice mailing, within twenty (20) business days of the entry the Preliminary Approval Order, Claims Administrator will send the Settlement Class Member data through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last forty eight (48) months, and the process will also standardize the addresses for mailing. Claims Administrator will then prepare a mail file of Settlement Class Members that are to receive the notice via First Class Mail.

3.2.5 Short Notices returned by the USPS with a forwarding address will be automatically re-mailed to the updated address provided by the USPS.

3.2.6 At the direction of Class Counsel and counsel for Central Valley, Short Notices returned by the USPS undeliverable as addressed without a forwarding address will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced search process, Claims Administrator will re-mail the notice to the updated address. The deadlines for the Objection Date and Opt-Out Date account for thirty (30) extra days for that Person to mail to Class Counsel and counsel for Central Valley their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence

of the date of mailing for these purposes.

3.2.7 Short Notices returned by email will be automatically mailed to the Person's known physical address, and will follow the same mailing process discussed in ¶¶ 3.2.1 through 3.2.6. The deadlines for the Objection Date and Opt-Out Date account for thirty (30) extra days for that Person to mail to Class Counsel and counsel for Central Valley their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

3.2.8 Settlement Website. Claims Administrator will work with Class Counsel and counsel for Central Valley to create a dedicated settlement website. The settlement website URL will be determined and approved by Class Counsel and counsel for Central Valley, and will be accessible to the Settlement Class Members on the Notice Commencement Date. The settlement website will contain a summary of the Settlement, will allow Settlement Class Members to contact the Claims Administrator with any questions or changes of address, provide notice of important dates such as the Final Approval Hearing, Claims Deadline, Objection Date, and Opt-Out Date, and provide Settlement Class Members who file Claim Forms online the opportunity to select an electronic payment method or payment by check. The settlement website will also contain relevant case documents including the Consolidated Complaint, the Settlement Agreement, the Long Notice, the Claim Form, the Preliminary Approval Order, Final Approval Order, and Judgment.

3.2.9 Toll-Free Number. Claims Administrator will also establish a toll-free number for the settlement, which will be available to the Settlement Class Members on the Notice Commencement Date. The toll-free number will allow Settlement Class Members to call and obtain information about the settlement through an Interactive Voice Response System and live operators.

3.2.10 The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling

Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) business days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) business days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Plan.

3.3 Class Counsel and Central Valley's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 75 timely and valid Opt-Outs submitted, Central Valley may, by notifying Class Counsel in writing, void this Settlement Agreement, within five (5) business days of receiving the opt-out report from the Claims Administrator. If Central Valley voids the Settlement Agreement pursuant to this paragraph, Central Valley shall be obligated to pay all settlement

expenses already incurred through the date of voiding, excluding any attorneys' fees, costs, and expenses of Class Counsel and incentive awards.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date or may orally object at the Final Approval Hearing. Such written notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and docket number, *Daniel Fernandez v. Central Valley Meat Co, Inc.*, Kings County Superior Court, Case No. 25CU0022; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection that substantially complies with 5.1(i)-(vii) must be mailed, with a postmark date no later than the Objection Date, to the Claims Administrator. For all objections mailed to the Claims Administrator, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

5.2 The Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 as having waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order

approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Initial Payment Date (as defined in ¶ 8.2), each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Initial Payment Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

With respect to the Released Claims, Releasing Parties expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. The Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between the Parties with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

Releasing Parties may hereafter discover facts other than or different from those that he, she or it knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each Releasing Party expressly agrees that, as of the Effective Date, he, she or it shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement.

6.2 Upon the Initial Payment Date, Central Valley shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Class Counsel and Plaintiffs' Counsel, of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any debtor-creditor, employment, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Central Valley nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class and California Settlement Subclass members, and Proposed Settlement Class Counsel.

**7. Plaintiffs' Counsels' Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs**

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Central Valley would pay reasonable attorneys' fees, costs, expenses, and service awards to Representative Plaintiffs as may be agreed to by Central Valley and Class Counsel and/or as ordered by the Court. Central Valley and Class Counsel then negotiated and agreed to the procedure described in ¶ 7.2.

7.2 Class Counsel have agreed to request, and Central Valley has agreed to pay, subject to Court approval, the amount of three hundred thousand dollars and no cents (\$300,000.00) to Class Counsel for attorneys' fees and costs and expenses.

7.3 Subject to Court approval, Central Valley has agreed to pay a service award in the amount of two thousand dollars and no cents (\$2,000.00) to each Representative Plaintiff.

7.4 Central Valley shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to Representative Plaintiffs to an account established by Class Counsel upon the Initial Payment Date, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party. Class Counsel will repay to Central Valley the amount of the award of attorneys' fees and costs in the event that the final approval order and final judgment are not upheld on appeal and, if only a portion of fees or costs (or both) is upheld, Class Counsel will repay to Central Valley the amount necessary to ensure the amount of attorneys' fees or costs (or both) comply with any Court order.

7.5 Class Counsel shall thereafter distribute the service award to Representative Plaintiffs consistent with ¶ 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Central Valley shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Class Counsel and Central Valley shall be given weekly reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth

in ¶ 2.5. All claims agreed to be paid in full by Central Valley shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date (“Initial Payment Date”), or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Central Valley shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment. If the Claims Administrator is notified that a Settlement Class Member is deceased, incapacitated, or subject to guardianship during the Claims Period or after issuance of a Settlement Check but before it is cashed, the Claims Administrator is authorized to reissue the Settlement Check to the Settlement Class Member’s estate or legal representative upon receiving: (i) proof that the Settlement Class Member is deceased or incapacitated; (ii) documentation establishing the proper estate representative or legal guardian to whom to mail the Settlement Check; and (iii) after consultation with Class Counsel and Central Valley's counsel.

8.4 No Person shall have any claim against the Claims Administrator, Central Valley, Class Counsel, Representative Plaintiff, Plaintiffs’ Counsel, and/or Central Valley’s counsel based on distributions of benefits to Settlement Class Members.

8.5 The Parties, Class Counsel, and Central Valley’s counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the determination, administration, calculation or payment of any claims; or (iii)

the payment or withholding of any taxes and tax-related expenses, if applicable.

8.6 The Claims Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Central Valley's counsel for (i) any act or omission or determination of the Claims Administrator, or any of Claims Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the determination, administration, calculation or payment of any claims; (iii) any losses arising from the Claims Administrator's acts or omissions; or (iv) the payment or withholding of any taxes and tax-related expenses, if applicable.

**9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing, as required by ¶ 3.1;
- b) Central Valley has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.14.

9.2 If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and Central Valley's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Central Valley's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly

request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Central Valley shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

#### **10. Miscellaneous Provisions**

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Central Valley and Representative Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Central Valley and Representative Plaintiff.

10.7 Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of

this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

10.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void one hundred eighty (180) days after issuance and shall bear the language: "This check must be cashed within 180 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until three hundred sixty (360) days after the Initial Payment Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Central Valley shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 to ¶ 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than three hundred sixty (360) days from the Initial Payment Date, requests for re-issuance need not be honored after such checks become void.

10.16 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**

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TBD  
Title  
Central Valley Meat Co. Inc.  
  
c/o

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Allen Sattler  
Rob Yang  
**CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP**  
  
*Counsel for Central Valley (as to form only)*

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Daniel Fernandez, Representative Plaintiff

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Bryan Colis, Representative Plaintiff

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Armanie Anderson, Representative Plaintiff

c/o

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Daniel Srourian, Esq. [SBN 285678]  
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*Counsel for Representative Plaintiffs and  
Class Counsel*

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TBD  
Title  
Central Valley Meat Co. Inc.

c/o

---

Allen Sattler  
Rob Yang  
**CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP**

*Counsel for Central Valley (as to form only)*



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Daniel Fernandez, Representative Plaintiff

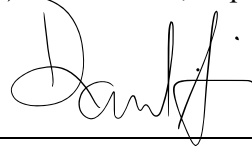
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Bryan Colis, Representative Plaintiff

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Armanje Anderson, Representative Plaintiff

c/o



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*Counsel for Representative Plaintiffs and  
Class Counsel*

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Title  
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c/o


---

Allen Sattler  
Rob Yang  
**CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP**  
  
*Counsel for Central Valley (as to form only)*

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Daniel Fernandez, Representative Plaintiff  
  
[Bryan Colis \(03/16/2025 10:09:14 PDT\)](#)  
Bryan Colis, Representative Plaintiff

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Armanic Anderson, Representative Plaintiff

c/o

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*Counsel for Representative Plaintiffs and  
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TBD  
Title  
Central Valley Meat Co. Inc.

c/o

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Allen Sattler  
Rob Yang  
**CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP**

*Counsel for Central Valley (as to form only)*

---

Daniel Fernandez, Representative Plaintiff

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Bryan Colis, Representative Plaintiff

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Armanie Anderson, Representative Plaintiff

c/o

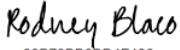
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Email: jnelson@milberg.com

*Counsel for Representative Plaintiffs and  
Class Counsel*

Signed by:



\_\_\_\_\_  
Rodney Blaco  
General Counsel  
Central Valley Meat Co. Inc.

c/o



\_\_\_\_\_  
Allen Sattler  
Rob Yang  
**CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP**

*Counsel for Central Valley (as to form only)*

\_\_\_\_\_  
Daniel Fernandez, Representative Plaintiff

\_\_\_\_\_  
Bryan Colis, Representative Plaintiff

\_\_\_\_\_  
Armanie Anderson, Representative Plaintiff

c/o

\_\_\_\_\_  
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*Counsel for Representative Plaintiffs and  
Class Counsel*

# EXHIBIT A

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

*Daniel Fernandez v. Central Valley Meat Co, Inc.*  
Case No. 25CU0022  
Superior Court of Kings County, California  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

## GENERAL INSTRUCTIONS

**Who is eligible to file a claim?** The court has defined the Class this way: “All citizens of the United States who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024.”

The California Settlement Subclass is defined as: “All citizens of the state of California who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024.”

**Excluded from the Settlement Class and California Settlement Subclass** are: (1) Central Valley and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) attorneys for the parties; (4) the Judge in this case, and the Judge’s family and staff; and (5) anyone who perpetrated the Data Incident.

### **COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

## AVAILABLE BENEFITS

All Settlement Class Members may enroll in **Identity-Theft Protection and Credit Monitoring** and one or more of the **cash payment** options. The benefits are explained in more detail below.

**IDENTITY-THEFT PROTECTION AND CREDIT MONITORING.** All Class Members are eligible to enroll in two (2) years of CyEx Identity Defense Complete. Enrollment codes have been sent to all Class Members by postcard and will be activated after the Settlement becomes effective. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

***Daniel Fernandez v. Central Valley Meat Co, Inc.***  
Case No. 25CU0022  
Superior Court of Kings County, California  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

## CASH BENEFIT OPTIONS

**Extraordinary Expense Reimbursement.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between May 23, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Lost Time Payment.** Class Members who spent time responding to the Data Incident may claim up to two hours, at \$25.00 per hour, for a maximum of **\$50.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

There is a combined cap of \$5,000.00 on these cash benefits.

**California Statutory Claim Payment.** California Settlement Subclass Members may claim a one-time cash payment of **\$75.00** in addition to all other available cash benefits.

California Settlement Subclass Members will have to provide proof of California residency at the time of the Data Incident.. A sworn attestation shall satisfy the proof requirement for California residency.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Central Valley Data Incident Settlement  
c/o Settlement Administrator

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

***Daniel Fernandez v. Central Valley Meat Co, Inc.***

Case No. 25CU0022

Superior Court of Kings County, California

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

[PO Box Number]

Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
www.[SettlementWebsite].com**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

**You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

Questions? Call 1-[XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

*Daniel Fernandez v. Central Valley Meat Co, Inc.*  
Case No. 25CU0022  
Superior Court of Kings County, California  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**III. LOST TIME PAYMENT**

If you spent time fixing problems caused by Data Incident, please select how many hours (up to two) you spent.

I spent (select only **one**):  1 hour (\$25.00)  2 hours (\$50.00)

If you claim Extraordinary Expense Reimbursement (Section II, above), the combined total is capped at \$5,000.00.

**IV. CALIFORNIA STATUTORY CLAIM PAYMENT**

Check this box if you are a California Settlement Subclass Member (a California resident at the time of the Data Incident) and want to claim a one-time \$75.00 cash payment.

**V. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

**PayPal**  
Email address, if different than you provided in Section 1: \_\_\_\_\_

**Venmo**  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Zelle**  
Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Physical Check**  
Payment will be mailed to the address provided in Section 1.

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Daniel Fernandez v. Central Valley Meat Co, Inc.***  
Case No. 25CU0022  
Superior Court of Kings County, California  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**VI. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid. If I have claimed a California Resident Cash Payment, I further attest that I am a California resident.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

# EXHIBIT B

Central Valley Data Incident Settlement  
c/o Settlement Administrator

P.O. Box \_\_\_\_\_

Santa Ana, CA 92799-9958

***Daniel Fernandez v.  
Central Valley Meat Co, Inc.***  
Case No. 25CU0022

**IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY COMPROMISED IN THE MAY  
2024**

**CENTRAL VALLEY MEAT CO, INC.,  
DATA INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

**THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.**



First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

### Why am I receiving this notice?

A Settlement has been reached with Central Valley Meat Co, Inc. (“Central Valley”) in a class action lawsuit (“Settlement”). The case alleges that Central Valley’s computer systems were compromised in May 2024 (the “Data Incident”) and that files containing private information were accessed. Central Valley denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

### Who is included in the Settlement?

The Court has defined the class as: “All citizens of the United States who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024.”

The California Settlement Subclass is defined as: All citizens of the state of California who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024.”

The Court has appointed experienced attorneys, called “Class Counsel,” to represent the Class.

### What are the Settlement benefits?

You can enroll in two (2) year of **Credit Monitoring Services**.

**YOUR ENROLLMENT CODE IS: «EnrollmentCode»**

Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Identity Defense Complete subscription will become active once the Settlement becomes effective.

### Additionally,

If you have documented losses you can get back up to **\$5,000**. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to two hours (up to **\$50**). Additionally, California Settlement Subclass Members can get a one-time **\$75** payment. Full details and instructions are available online.

### How do I receive a benefit?

File all of your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

### What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Central Valley for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

### When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$300,000, and \$2,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

# EXHIBIT C

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Daniel Fernandez v. Central Valley Meat Co, Inc.*  
Case No. 25CU0022  
Superior Court of Kings County, California

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE MAY 2024 CENTRAL VALLEY MEAT CO, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.  
You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Central Valley Meat Co, Inc. (“Central Valley” or “Defendant”) in a class action lawsuit. This case alleges that Central Valley’s computer systems were compromised in May 2024 (the “Data Incident”) and that certain files containing private information, including names and Social Security numbers, may have been accessed.
- The lawsuit is called *Daniel Fernandez v. Central Valley Meat Co, Inc.*, Case No. 25CU0022. It is pending in the Superior Court of Kings County, California (the “Litigation”).
- Central Valley denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Central Valley’s records indicate that you are a Class Member, and may be entitled to benefits under the Settlement. You may have received a previous notice directly from Central Valley.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

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## Basic Information

### 1. Why was this Notice issued?

The Superior Court of Kings County, California, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Daniel Fernandez v. Central Valley Meat Co, Inc.*, Case No. 25CU0022. It is pending in the Superior Court of Kings County, California. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Central Valley Meat Co, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during a cyberattack on Central Valley's computer systems in May 2024, certain files that contained private information may have been accessed. These files may have contained personal information such as names and Social Security numbers.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Daniel Fernandez; Bryan Colis; and Armanie Anderson. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class as: “All citizens of the United States who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024.”

The California Settlement Subclass is defined as: “All citizens of the state of California who received a Notice of Data Breach letter from Central Valley Meat Company Inc., on or about December 30, 2024.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Classes are: (1) Central Valley and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) attorneys for the parties; (4) the Judge in this case, and the Judge’s family and staff; and (5) anyone who perpetrated the Data Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Central Valley Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

All Settlement Class Members may enroll in **Identity-Theft Protection and Credit Monitoring** and claim one or more of the **cash payment** options. The benefits are explained in more detail below.

**IDENTITY-THEFT PROTECTION AND CREDIT MONITORING.** All Class Members are eligible to enroll in two (2) years of CyEx Identity Defense Complete. Enrollment codes have been sent to all Class Members with their postcard notice and will be activated after the Settlement becomes effective. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

## CASH BENEFIT OPTIONS

**Extraordinary Expense Reimbursement.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between May 23, 2024, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Lost Time Payment.** Class Members who spent time responding to the Data Incident may claim up to two hours, at \$25.00 per hour, for a maximum of **\$50.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

There is a combined cap of \$5,000.00 on these cash benefits.

**California Statutory Claim Payment.** California Settlement Subclass Members may claim a one-time cash payment of **\$75.00** in addition to all other available cash benefits.

California Settlement Subclass Members will have to provide proof of California residency at the time of the Data Incident. A sworn attestation shall satisfy the proof requirement for California residency.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Central Valley Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Central Valley about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 6) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

### 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Central Valley Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

### 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

### 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Daniel Srourian of Srourian Law Firm, P.C. and John Nelson of Milberg, PLLC, to represent you and other Class Members ("Class Counsel").

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

## 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$300,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Central Valley.

Class Counsel will also ask for Service Award payments of \$2,000.00 for each of the Class Representatives. Service Award payments will also be paid by Central Valley.

## Excluding Yourself from the Settlement

### 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Central Valley on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Daniel Fernandez v. Central Valley Meat Co, Inc.*, Case No. 25CU0022, pending in the Superior Court of Kings County, California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Central Valley Data Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

## Commenting on or Objecting to the Settlement

### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Daniel Fernandez v. Central Valley Meat Co, Inc.*, Case No. 25CU0022, pending in the Superior Court of Kings County, California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, mail or submit your complete written objection to the Settlement Administrator by **[OBJECTION DATE]**. Class Counsel will file objections received by the Settlement Administrator with the Court.

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	Central Valley Data Incident Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the Superior Court of Kings County, California, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

## 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Central Valley Data Incident Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)

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