

AMENDMENT TO SETTLEMENT AGREEMENT

Pursuant to Section III, Subsection J, Paragraph 5, of the SETTLEMENT AGREEMENT by and between Plaintiff CINDY MARTINEZ and Defendant AA MEAT PRODUCTS, INC. (collectively, the “Parties”), the Parties enter into this AMENDMENT TO SETTLEMENT AGREEMENT (the “Amendment”) for the purpose of complying with the Court’s directions in its March 21, 2022 Tentative Ruling, posted on Case Anywhere concerning Plaintiff’s motion for preliminary settlement approval. Pursuant to this Amendment, the following provisions of the Settlement Agreement are hereby amended in the manner indicated:

I. Section I, Subsection H, is hereby amended by deleting the entire paragraph and replacing it with the following:

“H. “Class Released Claims” mean the Participating Class Members’ release of all claims, causes of action, demands, debts, rights, liabilities, obligations, damages (including liquidated and punitive damages), wages, compensation, civil and statutory penalties, attorneys’ fees, costs, expenses, interest, equitable relief, and any other form of relief actually alleged or sought in the Action or that could have been alleged or sought in the Action based upon the facts, allegations, claims, and causes of action alleged or contained in the Action, whether such claims are based on federal, state or local law, statute, regulation, order, or ordinance, or any other source or common law. Class Released Claims include, but are not limited to, claims based on allegations regarding failure to pay minimum wages, straight time wages, overtime wages, and/or double time wages; failure to provide meal and/or rest periods, including failure to pay meal and/or rest period premiums; failure to provide legally compliant wage statements; failure to timely pay wages, including failure to pay all wages due upon separation of employment; and collection or receipt of wages previously paid. The Class Released Claims include, without limitation, all such claims arising under the California Labor Code, including Labor Code §§ 201-204, 221, 226, 226.7, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 1199; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, et seq.; the California Civil Code; the California Code of Civil Procedure; California common law; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and federal common law. The Parties intend for this release to extend to the broadest number of claims by Participating Class Members arising during the Class Period that may lawfully be released based on the factual allegations, theories, and primary rights asserted in the Action.”

II. Section I, Subsection S, is hereby amended by deleting the entire paragraph and replacing it with the following:

“S. PAGA Released Claims” means the PAGA Members’ and the Labor & Workforce Development Agency’s (“LWDA”) release of any and all claims arising under the Private Attorneys General Act of 2004, Cal. Lab. Code section 2698, et seq. (“PAGA”) during the PAGA Period that were alleged in Plaintiff’s January 10, 2016 letter to the LWDA, or that could have been alleged in the letter based upon the facts, allegations, and claims contained in the letter, including but not limited to any such claims based on allegations regarding failure to pay minimum wages, straight time wages, overtime wages, and/or double time wages; failure to provide meal and/or rest periods, including failure to pay meal and/or rest period premiums; failure to provide legally compliant wage statements; failure to timely pay wages, including failure to pay all wages due upon separation of employment; and collection or receipt of wages previously paid. The PAGA Released Claims include, without

limitation, all such claims arising under California Labor Code §§ 201-204, 221, 226, 226.7, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 1199. The Parties intend for the PAGA Released Claims to extend to the broadest number of PAGA claims arising during the PAGA Period that may lawfully be released based upon the facts, allegations, claims, and violations of primary rights alleged or contained in the January 10, 2016 LWDA letter.”

III. Section III, Subsection C, Paragraph 1 is hereby amended by adding sub-paragraph d, as follows:

“d. Non-Participating Class Members’ Settlement Shares shall be reallocated to Participating Class Members on a pro-rata basis.”

IV. Section III, Subsection D, Paragraph 2 is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

“2. To Class Counsel: Class Counsel will apply to the Superior Court for an award of not more than \$294,400.00, which is (40%) of the Gross Settlement Amount less the Prior Settlement Payments, as their Class Counsel Fees Payment and an amount not more than \$40,000.00 as Class Counsel Litigation Expenses Payment, and AA Meat Products will not oppose this request. The Settlement Administrator will pay the amount approved by the Superior Court (but not more than \$294,400.00 in fees and \$40,000.00 in expenses) out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. In the event the Court does not award the full requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, the remainder shall be redistributed to on a pro rata basis to all Participating Class Members.”

Sub-paragraphs a and b remain unchanged from their current form.

V. Section III, Subsection F, Paragraph 3, subparagraph c is hereby amended by deleting the entire subparagraph and replacing it with the following:

“c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than 5 days from receipt of the returned packet, search for a more current address for the Settlement Class Member and re-mail the Class Notice Packet to the Settlement Class Member. The Settlement Administrator will use the Settlement Class Members’ Data and otherwise work with Defendant’s Counsel and Class Counsel to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Settlement Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address, including the use of skip traces; and promptly re-mailing to Settlement Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant’s Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Any Settlement Class Member whose packet is re-mailed pursuant to this

subparagraph shall have either 20-days from the date of re-mailing or 45-days from the original date of mailing, whichever is later, to either object to or opt-out of the Settlement.”

VI. Section III, Subsection F, Paragraph 4, subparagraph a (“Request for Exclusion from Settlement”) is hereby amended by deleting the words “no less than 45 days” and replacing them with “no later than 45 days.”

VII. Section III, Subsection F, Paragraph 4, subparagraph a is hereby amended by deleting the portion beginning with “Objections to Settlement” and replacing it with the following:

“Objections to Settlement. The Class Notice will provide that any Settlement Class Members who do not request exclusion from the Action and who wish to object to the Settlement must either (1) submit to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packet a written objection to the Settlement and setting forth the grounds for the objection or (2) advise the court of the objection at the time of the Final Approval Hearing. Any objection must state each specific reason in support of the objection and any legal support for each objection and provide any documents supporting the objection. The objection must state the Settlement Class Member’s full name, address, telephone number. Any objection is invalid if Defendant does not have a record establishing that the Settlement Class Member worked at AA Meat Products. The written objection may also state whether the Settlement Class Member intends to appear and object at the Final Approval Hearing. If a Settlement Class Member appears by counsel or intends to do so at the Final Approval Hearing, counsel shall provide a list of any other class settlements it has objected to, by name and case number. A Settlement Class Member may appear and object to the Settlement at the time of the Final Approval Hearing even if a written objection is not provided.

If the Superior Court rejects the Settlement Class Member’s objection, the Settlement Class Member will still be bound by the terms of this Agreement.”

VIII. Section III, Subsection F, Paragraph 5 is hereby amended by deleting the entire paragraph and replacing it with the following:

“5. Resolution of Disputes. If a Settlement Class Member disputes the number of Work Weeks or the amount of Prior Settlement Payments stated for that Settlement Class Member in his or her Notice Packet, the Settlement Class Member must ask the Settlement Administrator to resolve the matter by returning the Notice Packet not later than 45 days after the Settlement Administrator mails the Class Notice Packet, with a statement of the number of Work Weeks that he or she contends they worked at AA Meat Products or the true amount of Prior Settlement Payments he or she received and including any documentation the Settlement Class Member has to support his or her contention. In the event of such a dispute, AA Meat Products will review its records to verify the correct number of Work Weeks or amount of Prior Settlement Payments. AA Meat Products’ records will have a rebuttable presumption of correctness. After consultation with Class Counsel, the Settlement Class Member, and Defendant’s Counsel, the Settlement Administrator will make a determination of the Settlement Class Member’s number of Work Weeks or Prior Settlement Payments, and that determination will be final, binding on the Parties and the Settlement Class Member, and non-appealable.”

IX. Section III, Subsection F, Paragraph 12, is hereby amended by deleting the entire subparagraph and replacing it with the following:

“12. **Uncashed Checks.** A Participating Class Member/PAGA Member must cash his or her check within 180 calendar days after it is issued. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member/PAGA Member at his or her correct address. If any Participating Class Member/PAGA Member’s check is not cashed within 150 days after its last mailing to the Participating Class Member/PAGA Member, the Settlement Administrator will send the Participating Class Member/PAGA Member a letter informing him or her that unless the check is cashed in the next 30 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 30-day period after this notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the Participating Class Member/PAGA Member. Unless otherwise ordered, the Settlement Administrator will disburse said funds to the Controller for the State of California in the respective Participating Class Member/PAGA Member’s name, pursuant to Code of Civil Procedure section 1500 et seq. In the event of such disbursements described above, the Participating Class Member/ PAGA Member will nevertheless remain bound by the Settlement and the releases contained herein.”

X. Section III, Subsection G, is hereby amended by substituting the words “the date on which the Defendant fully funds the Settlement under Paragraph III(F)(10)” in place and instead of the words “the Effective Date” in Paragraphs 1, 2, 3 and 5.

XI. Section III, Subsection G, Paragraph 8, is hereby amended by deleting the entire subparagraph and replacing it with the following:

“As of the date on which the Defendant fully funds the Settlement under Paragraph III(F)(10), the Class Release and PAGA Release shall be binding on the Settlement Class Members and PAGA Members, respectively, including each of their respective attorneys, agents, executors, representatives, legal guardians, guardians ad litem, parents or guardians of any minors, heirs, successors, and assigns, regardless of whether or not such Settlement Class Members and/or PAGA Members receive a payment under this Settlement Agreement.”

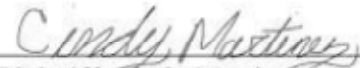
XII. Section III, Subsection J, Paragraph 5, is hereby amended by deleting the entire subparagraph and replacing it with the following:

“5. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only with the Court’s approval and by an express written instrument signed by all Parties or their successors-in-interest.”

XIII. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to Settlement Agreement.

Dated: April 4, 2022



Plaintiff, Cindy Martinez

Dated: April ____, 2022

Defendant AA Meat Products, Inc.

By: _____
Its: _____

Dated: April ____, 2022

PETER D. GORDON & ASSOCIATES

By: _____
PETER D. GORDON, Attorney for Plaintiff
and the Settlement Class


Dated: April ____, 2022

EZER WILLIAMSON LAW, A Professional
Corporation

By: _____
ROBERT C. HAYDEN, Attorney for
Plaintiff and the Settlement Class

Dated: April 4, 2022

SDA LEGAL INC.


By: _____
STEVEN S. DERELIAN, Attorney for
Plaintiff and the Settlement Class

Dated: April ____, 2022

SHEPPARD MULLIN RICHTER &
HAMPTON.

By: _____
Robert E. Mussig, Attorneys for Defendant

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Dated: April ___, 2022

Plaintiff, Cindy Martinez

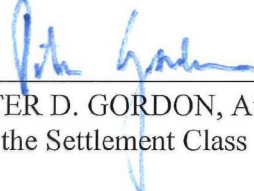
Dated: April ___, 2022

Defendant AA Meat Products, Inc.

By: _____
Its: _____

Dated: April 5, 2022

PETER D. GORDON & ASSOCIATES

By: 
PETER D. GORDON, Attorney for Plaintiff
and the Settlement Class

Dated: April 5, 2022

EZER WILLIAMSON LAW, A Professional
Corporation

By: 
ROBERT C. HAYDEN, Attorney for
Plaintiff and the Settlement Class

Dated: April ___, 2022

SDA LEGAL INC.

By: _____
STEVEN S. DERELIAN, Attorney for
Plaintiff and the Settlement Class

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Robert E. Mussig, Attorneys for Defendant

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Plaintiff, Cindy Martinez

Dated: April 5, 2022

Defendant AA Meat Products, Inc.

By: _____
Its: _____

J. Sau Wan Yim
[Signature]

Dated: April __, 2022

PETER D. GORDON & ASSOCIATES

By: _____
PETER D. GORDON, Attorney for Plaintiff
and the Settlement Class

Dated: April __, 2022

EZER WILLIAMSON LAW, A Professional
Corporation

By: _____
ROBERT C. HAYDEN, Attorney for
Plaintiff and the Settlement Class

Dated: April __, 2022

SDA LEGAL INC.

By: _____
STEVEN S. DERELIAN, Attorney for
Plaintiff and the Settlement Class

Dated: April 5, 2022

~~SHEPPARD MULLIN RICHTER &
HAMPTON~~

By: _____
Robert E. Mussig, Attorneys for Defendant