

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“Agreement”) is entered into between and among Plaintiffs Juan Garza, Gabriel Garcia, and Francisco J. Meza (together, “Plaintiffs”), on behalf of themselves and others similarly situated, and Defendant Swift Beef Company (“Defendant”) (collectively, the “Parties”) in *Garza et al. v. Swift Beef Company*, Civil Action No. 2:22-cv-06223-ODW-E, pending in the U.S. District Court for the Central District of California (the “Action”), as set forth below:

I. RECITALS

WHEREAS, on July 29, 2022, Plaintiff Juan Garza filed a class action lawsuit under the California Labor Code and Unfair Competition Law against Defendant and JBS USA Food Company Holdings in the Superior Court of the State of California, County of Los Angeles, which was removed to the U.S. District Court for the Central District of California (the “Court” or the “Central District of California”) as Civil Action No. 2:22-cv-06223-ODW-E.

WHEREAS, on September 13, 2022, Plaintiff Gabriel Garcia filed a class action lawsuit under the California Labor Code and Unfair Competition Law against Defendant in the Superior Court of the State of California, County of Riverside, which was removed to the Central District of California as Civil Action No. 5:22-cv-01825-PSG-E and consolidated with the Action.

WHEREAS, on January 9, 2023, Plaintiff Francisco J. Meza filed a class action lawsuit under the California Labor Code and Unfair Competition Law against Defendant in the Superior Court of the State of California, County of Riverside, which was removed to the Central District of California as Civil Action No. 5:23-cv-00236-PSG-E and consolidated with the Action.

WHEREAS, on June 2, 2023, Plaintiff Gabriel Garcia filed a representative action lawsuit under the California Labor Code and Private Attorneys General Act (“PAGA”) against Defendant in the Superior Court of the State of California, County of Riverside, which was removed to the Central District of California as Civil Action No. 5:23-cv-01323-PSG-E and consolidated with the Action.

WHEREAS, on March 15, 2023, Plaintiff Francisco J. Meza filed a representative action lawsuit under the California Labor Code and PAGA against Defendant in the Superior Court of the State of California, County of Riverside, which was removed to the U.S. District Court for the Central District of California as Civil Action No. 5:23-cv-01087-PSG-E and consolidated with the Action.

WHEREAS, Plaintiffs consolidated and amended their pleadings, including their final Fifth Consolidated Complaint filed on March 13, 2024. The Court stayed the Action on February 28, 2025, and continued the stay on July 31, 2025, for the Parties to engage in alternative dispute resolution. On November 3, 2025, the Parties participated in mediation with Lonnie Giamela of Giamela Mediation Services and agreed to fully and finally resolve the Action, subject to the Court’s approval.

WHEREAS, the Parties recognize that the final outcome in the Action is uncertain and that achieving a final result through litigation and the appeal process would require substantial risk, time, and expense.

WHEREAS, counsel for Plaintiffs have made a thorough and independent investigation and evaluation of the facts and law relating to the claims in this lawsuit and considered the facts developed during the litigation and negotiation process, including pertinent provisions of the applicable labor contracts, time records, and voluminous wage and hour data of current and former employees of Defendant; the substantial risks of continued litigation, including the possibility that the action, if not settled now, might result in no recovery for Plaintiffs or the current and former employees they seek to represent; the uncertainty of the outcome of the claims against Defendant and whether a class action may be certified on one or more claims; Defendant's asserted legal and factual defenses; and the desirability of consummating this settlement according to the terms of this Agreement.

WHEREAS, Plaintiffs and their counsel have concluded that the terms of this Agreement are fair and reasonable, and that it is in the best interests of Plaintiffs and the settlement class to settle claims of the settlement class against Defendant.

WHEREAS, Defendant denies the allegations by Plaintiffs, denies any unlawful conduct with respect to Plaintiffs and the current and former employees they seek to represent, denies that Plaintiffs and all others similarly situated are entitled to damages whatsoever, and denies that any claims asserted by Plaintiffs may proceed on a class action basis. Without admitting or conceding any argument, issues, liability, or damages whatsoever, or that any claims alleged by Plaintiffs may proceed on a class action basis, Defendant enters into this Agreement to avoid the costs, burden, and inordinate time requirements of continued litigation of the Action.

WHEREAS, the Parties agree that the Action shall be fully and finally compromised, settled, and dismissed with prejudice and final judgment be entered upon the terms and conditions as set forth herein on a class and representative wide basis.

NOW THEREFORE, in consideration of the foregoing, which recitals are hereby incorporated into this Agreement, and the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided herein, the Parties agree to a full and complete settlement of the Action on the following terms and conditions:

II. DEFINITIONS

1. In addition to various terms defined within this Agreement, the terms listed below shall have the following definitions:

a. “**Action**” collectively refers to the lead case, *Garza et al. v. Swift Beef Company*, Civil Action No. 2:22-cv-06223-ODW-E, and four class or representative action lawsuits that have been consolidated, which are *Gabriel Garcia v. Swift Beef Company, et al.*, Case No. 5:22-cv-01825-PSG-E; *Francisco J. Meza v. Swift Beef Company, et al.*, Case No. 5:23-cv-

00236-PSG-E; *Francisco J. Meza v. Swift Beef Company, et al.*, Case No. 5:23-cv-01087-PSG-E; and *Gabriel Garcia v. Swift Beef Company, et al.*, Case No. 5:23-cv-01323-PSG-E.

b. “**Administration Costs**” means the fees and expenses incurred by the Settlement Administrator in carrying out the terms of this Agreement. All Administration Costs shall be paid to the Settlement Administrator from the Gross Settlement Amount.

c. “**Agreement**” shall mean the settlement agreement memorialized in this document, subject to approval by the Court, and all exhibits attached hereto.

d. “**Class**” or “**Settlement Class**” shall mean all current and former non-exempt employees of Defendant working at Defendant’s production facility in Riverside, California, at any time during the Class Period. Defendant has disclosed to Plaintiffs a list of 1,005 current and former non-exempt employees for the time period from June 26, 2020, through approximately May 28, 2025, though the Parties estimate the size of the Class will increase due to additional workweeks through the Class Period.

e. “**Class Counsel**” shall mean David Yeremian of David Yeremian & Associates, Inc.; Roman Shkodnik and Emma E. Geesaman of D. Law, Inc.; Shaun Setareh, Eric Hahn, and Victoria Mas of Setareh Law Group; Joseph Lavi and Vincent C. Granberry of Lavi and Ebrahimian LLP; and Brian Louis and Christina Marie Le of Wilshire Law Firm.

f. “**Class Counsel’s Attorney Fees**” shall mean, subject to Court approval, Class Counsel’s reasonable attorney fees, not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, to be drawn from the Gross Settlement Amount. If the Court awards less than the amount requested in Class Counsel’s Attorney Fees, the Net Settlement Amount shall be recalculated to reflect the actual amount of Class Counsel’s Attorney Fees and shall not be a reason to invalidate or terminate this Agreement.

g. “**Class Counsel’s Expenses**” shall mean, subject to Court approval, payment of reasonable recoverable litigation costs by Class Counsel, including all expenses incurred in connection with approval by the Court of the Settlement through entry of judgment, which shall be drawn from the Gross Settlement Amount. If the Court awards less than the amount requested in Class Counsel’s Expenses, the Net Settlement Amount shall be recalculated to reflect the actual amount of Class Counsel’s Expenses and shall not be a reason to invalidate or terminate this Agreement. For purposes of this agreement, Class Counsel’s Attorney Fees and Class Counsel’s Expenses shall be referred to together as “Class Counsel’s Attorney Fees and Expenses.”

h. “**Class Data**” shall mean the name, social security number, last known address, personnel number, and dates of employment with Defendant for each member of the Class during the Class Period.

i. “**Class Member**” shall mean each person eligible to participate in this Settlement who is a member of the Class and, if such person is incompetent or deceased, the person’s legal guardian, executor, heir or successor-in-interest.

j. “**Class Notice**” means the Notice of Settlement of Class and Representative Action Lawsuit, together with the Exclusion Form, attached as Exhibits A and B, respectively, or as otherwise approved by the Court, which is to be mailed to Class Members by the Settlement Administrator.

k. “**Class Period**” means the period from June 26, 2020, through the date on which the Class has collectively been employed at least 107,000 workweeks as indicated in Defendant’s records.

l. “**Consolidated Complaint**” shall mean the Fifth Consolidated Complaint filed by Plaintiffs on behalf of themselves and all others similarly situated on March 13, 2024, in the Central District of California.

m. “**Court**” shall mean the U.S. District Court for the Central District of California with the Honorable Otis D. Wright, II, presiding.

n. “**Defendant’s Counsel**” shall mean Jonathon M. Watson and Joseph H. Hunt of Spencer Fane LLP.

o. “**Effective Date**” of the Settlement shall be the first date when all the following events have occurred: (i) the Court has given preliminary approval of the Settlement, (ii) Class Notice has been given to Class Members providing them an opportunity to exclude themselves from the Settlement, (iii) the Court has entered a final order approving the Settlement, and (iv) the time for appeal, if applicable, has expired. If no objection was made to the Settlement, there is no right to appeal, and the Effective Date is the date the Court signs and enters the Final Approval Order. If one or more timely objections have been filed and not withdrawn, then the Effective Date shall be (i) upon passage of the applicable date for an objector to seek appellate review of the Final Approval Order, or (ii) if an appeal, review or writ is sought from the Final Approval Order, the day after the Final Approval Order is affirmed or the appeal, review or writ is dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.

p. “**Exclusion Form**” refers to the form by which Class Members opt-out of the Settlement, attached hereto as Exhibit B.

q. “**Final Approval Order**” is the Court’s order finally approving the terms and conditions of this Agreement, providing final certification of the Class, entering judgment in accordance with this Agreement, directing Plaintiffs and Class Counsel to continue to comply with the restrictions in Paragraph 39, below, approving the Settlement as fair, adequate, reasonable, and binding on all PAGA Members and Class Members who negotiate checks, and dismissing the Action in its entirety with prejudice.

r. “**Gross Settlement Amount**” shall mean the gross sum of One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) to be paid into the Qualified Settlement Fund as a full settlement of the Action, Released Claims, and PAGA Released Claims. No portion of the Gross Settlement will revert to Defendant unless the Settlement is not approved by the Court

or is otherwise voided or terminated. The Gross Settlement Amount is the maximum amount Defendant shall pay under the Settlement, except it does not include Defendant's share of payroll taxes, which shall be paid separately and in addition to the Gross Settlement Amount.

s. ***"Individual Settlement Share(s)"*** shall mean the gross amount to which each Participating Member may be entitled, which shall be a pro rata amount of, and drawn from, the Net Settlement Amount. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement.

t. ***"LWDA"*** refers to the California Labor and Workforce Development Agency. Plaintiffs, by and through Class Counsel, shall timely submit any copies of settlements, judgments, or orders that are required to be submitted to the LWDA.

u. ***"Net Settlement Amount"*** means the total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount minus Administration Costs, Class Counsel's Attorney Fees and Expenses, the PAGA Payment, and Representative Award.

v. ***"PAGA Member(s)"*** means all current and former non-exempt employees employed at Defendant's production facility in Riverside, California, at any time from January 9, 2022, until the end of the Class Period. PAGA Members are not required to submit a claim form to receive their share of the PAGA Payment pursuant to this Agreement.

w. ***"PAGA Released Claims"*** means a full satisfaction and release of all claims, liabilities, civil penalties, demands, causes of action, rights, and obligations under the California Private Attorneys General Act during the PAGA Released Period for any failure by Defendant to (i) provide meal periods and pay meal period penalties, (ii) provide rest periods and pay rest period penalties, (iii) pay minimum and regular wages, including for hours worked off the clock, (iv) pay overtime wages and any applicable premium wage rates, (v) provide accurate written wage statements, (vi) timely pay wages during employment and final wages, (vii) maintain required or accurate records, and (viii) any and all claims that were or could have been reasonably pled in the Action whether statutory, constitutional, contractual or based on common law. The PAGA Released Claims include without limitation all individual damages, as well as damages on behalf of any representative action, available under PAGA, including all civil penalties, punitive damages, interest, and attorney fees and costs. The PAGA Released Claims include the foregoing claims, whether known or unknown, which were pled or could have been pled based on the facts alleged in the Action.

x. ***"PAGA Release Period"*** means the period from January 9, 2022, through the end of the Class Period.

y. ***"PAGA Payment"*** means the gross sum of One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500) to satisfy the PAGA penalties claim as alleged in the Action, which shall be drawn from the Gross Settlement Amount. Subject to the approval of the Court, seventy-five percent (75%) of the PAGA Payment shall be paid to the LWDA, and twenty-five (25%) of the PAGA Payment shall be paid to PAGA Members on a pro rata basis. In the event

the LWDA or Court rejects this allocation, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to the LWDA or Court that does not require Defendant to pay more than the Gross Settlement Amount.

z. **“Participating Member”** refers to any member of the Settlement Class who does not submit a valid and timely Exclusion Form to the Settlement Administrator.

aa. **“Released Claims”** shall mean a full satisfaction and release of all claims, liabilities, demands, causes of action, rights, and obligations under the California Labor Code and Unfair Competition Law during the Class Period for any failure by Defendant to (i) provide meal periods and pay meal period penalties, (ii) provide rest periods and pay rest period penalties, (iii) pay minimum and regular wages, including for hours worked off the clock, (iv) pay overtime wages and any applicable premium wage rates, (v) provide accurate written wage statements, (vi) timely pay wages during employment and final wages, (vii) maintain required or accurate records, and (viii) any and all claims that were or could have been reasonably pled in the Action whether statutory, constitutional, contractual or based on common law. The Released Claims include without limitation all individual damages, as well as damages on behalf of the class action, including all economic damages, restitution, liquidated damages, statutory penalties, punitive damages, interest, and attorney fees and costs, on behalf of Plaintiffs and the Class. The Released Claims include the foregoing claims, whether known or unknown, which were pled or could have been pled based on the facts alleged in the Action. The Released Claims exclude claims that cannot be waived as a matter of law, including claims for workers’ compensation and unemployment insurance benefits.

bb. **“Released Parties”** shall mean Defendant, JBS USA Food Company, JBS USA Food Company Holdings, and their past, present, and future parent companies, subsidiaries, affiliates, divisions, and agents and respective directors, officers, managers, supervisors, and employees.

cc. **“Representative Award”** means the payment to Plaintiffs as representatives of the Settlement Class for the efforts taken by them on behalf of the Class, which must be approved by the Court. The Representative Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, the Net Settlement Amount shall be recalculated to reflect the actual Representative Award and shall not be a reason to invalidate or terminate this Agreement.

dd. **“Settlement”** shall mean the settlement between the Parties, which is memorialized in this Agreement and subject to approval by the Court.

ee. **“Settlement Administrator”** refers to Apex Class Action LLC and is the entity selected by the Parties to serve as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code, as amended, and will be responsible for providing notice to members of the Settlement Class of the opportunity to opt out, determining and mailing Individual Settlement Shares, calculating and administering taxes, recording and compiling objections and requests to be excluded from the Settlement, distributing all monies pursuant to the Settlement, and similar functions customary in class and representative action settlement administration.

ff. **“Qualified Settlement Fund”** means a fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that is established by the Settlement Administrator for the benefit of Participating Members, PAGA Members, Plaintiffs, and Class Counsel. This amount shall be made up of the Gross Settlement Amount.

III. APPROVAL OF SETTLEMENT

2. **Conditional Certification.** Solely for the purposes of Settlement, the Parties agree to conditional certification of the claims asserted on behalf of the Class by Plaintiffs, without Defendant agreeing that certification is proper in any respect. If the Settlement does not become effective, Defendant reserves the right to contest any issue relating to certification, and the fact that Defendant is willing to agree to certification as part of the Settlement shall not be admissible.

3. **Preliminary Approval.** All terms of this Agreement are contingent upon the Court entering the Final Approval Order. Plaintiffs will submit to the Court a motion for an order approving this Agreement, attaching an executed Agreement, directing Plaintiffs and Class Counsel to comply with the restrictions in Paragraph 39, below, and requesting the Court to give preliminary approval of the Settlement, preliminarily appoint Class Counsel and approve Class Counsel’s Attorney Fees and Expenses, preliminarily appoint Plaintiffs as class representatives, approve the Notice of Settlement to the Settlement Class allowing them the opportunity to opt-out of the Settlement or object to it, and set the procedure for final approval of the Settlement. Plaintiff’s motion for an order preliminarily approving this Agreement shall include declarations from Class Counsel, on behalf of their law firms, attesting that they have complied with the restrictions in Paragraph 39, below.

4. **Effect of Non-Approval of the Settlement.** Should the Court decline to preliminarily approve all material aspects of the Settlement, the Settlement shall be null and void, and the Parties will have no further obligations under it. The Parties agree, if the Court declines to preliminarily approve non-material aspects of the Settlement, the Parties will work cooperatively to make such changes required by the Court.

5. **Other Court Filings.** Plaintiffs will apply to the Court for approval of the Representative Award to Plaintiffs as the representatives of the Settlement Class. Additionally, Plaintiffs will apply to the Court for approval of Class Counsel’s Attorney Fees and Expenses. Any ruling, whether granting, denying, or modifying such requested amounts shall not be a reason to invalidate or terminate this Agreement.

6. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action except to implement and complete the Settlement.

IV. DENIAL OF LIABILITY

7. **Non-Admission by Defendant.** By entering into this Agreement, Defendant in no way admits any violation of law or any liability whatsoever relating to Plaintiffs, the Settlement

Class, or PAGA Members, individually or collectively, which is expressly denied. Likewise, by entering into this Agreement, Defendant in no way admits to the suitability of this case for class action litigation other than for purposes of settlement. Plaintiffs acknowledge and agree that Defendant enters into this Agreement solely to eliminate the burden, expense, and inconvenience of continued litigation.

V. RELEASE OF CLAIMS

8. **Release of Claims by Participating Members and PAGA Members.** As of the Effective Date, by operation of the Final Approval Order, and in exchange for payment of Individual Settlement Shares and the other promises contained herein, Participating Members agree to a full satisfaction, waiver, and release of all Released Claims against all Released Parties throughout the Class Period. Additionally, as of the Effective Date, by operation of the Final Approval Order, and in exchange for payment of the PAGA Payment and the other promises contained herein, PAGA Members agree to a full satisfaction, waiver, and release of PAGA Released Claims against all Released Parties throughout the PAGA Release Period. Each Participating Member and PAGA Member, on his or her own behalf and on behalf of his or her successors, heirs, and assigns, covenants and agrees never to commence, prosecute, or cause to be commenced, any action or other proceeding, whether in a representative or individual capacity or as a member of a collective or class action, based upon any of the Released Claims or PAGA Released Claims, as applicable.

9. **Release of Claims by Plaintiffs.** As of the Effective Date, Plaintiffs, individually and on behalf of their successors, heirs, and assigns, agrees to a general release, waiver, and full accord and satisfaction of all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, under common law, in law or in equity, and any local, state, and federal law, against any and all Released Parties. This general release includes the Released Claims, and all employment-related and non-employment-related claims, through the Effective Date.

10. **Section 1542 of the California Civil Code.** This Agreement is intended to be effective as a release of, and bar to, all Released Claims and PAGA Released Claims, as well as a general release of claims by Plaintiffs. This Agreement specifically incorporates Section 1542 of the California Civil Code, which states as follows:

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.

VI. ALLOCATION OF SETTLEMENT PAYMENTS

11. **Gross Settlement Amount.** Except for its share of payroll taxes, which amount will be determined by the Settlement Administrator, Defendant shall pay no more than the Gross Settlement Amount in connection with the Settlement and in consideration for dismissal of the

Action with prejudice, the Released Claims, PAGA Released Claims, and the other promises contained herein.

12. **Allocation of the Gross Settlement Amount.** The Gross Settlement Amount shall be allocated as follows: (a) Representative Award to Plaintiffs; (b) Administration Costs to the Settlement Administrator; (c) Class Counsel's Attorney Fees and Expenses to Class Counsel; (d) Net Settlement Amount to be paid as Individual Settlement Shares to Participating Class Members; and (e) PAGA Payment.

13. **Representative Award.** Plaintiffs will ask to be approved as the representatives of the Settlement Class and receive the Representative Award, not to exceed \$9,900 to each Plaintiff, to be approved by the Court. The Representative Award approved by the Court shall not be a reason to invalidate or terminate the Settlement. Any Representative Award not approved shall inure to the benefit of the Settlement Class. The Settlement Administrator shall issue Form 1099 on the Representative Award. Plaintiffs each agree they will not opt out of the Settlement or object to the terms of Settlement.

14. **Payments to Participating Members.** The Net Settlement Amount shall be paid as Individual Settlement Shares to Participating Class Members on a pro rata basis, which is equal to the number of weeks the Participating Class Member worked during the Released Period compared to the total number of weeks employed by Participating Class Members. If any Class Member opts out of the settlement, that Class Member's share will be added to the Net Settlement Amount and the Individual Settlement Shares will be recalculated. Individual Settlement Shares shall be paid as fifty percent (50%) wages and fifty percent (50%) non-wages.

15. **Payments to PAGA Members.** The PAGA Payment, subject to the payment to the LWDA, shall be paid to each PAGA Member from the Net Settlement Amount on a pro rata basis, which is equal to the number of weeks the PAGA Member worked during the PAGA Released Period compared to the total number of weeks employed by all PAGA Members during the PAGA Released Period. The PAGA Payment represents civil penalties and shall be paid as non-wages. For the avoidance of doubt, an individual who is both a Participating Class Member and PAGA Member will receive an Individual Settlement Share and individual PAGA Payment.

VII. NOTICE AND CLAIMS PROCEDURE

16. **Retention of Settlement Administrator.** The Parties agree to select the Settlement Administrator, which shall be responsible for the settlement administration process; distribution of the Class Notice; receiving Exclusion Forms; calculating Individual Settlement Shares, payments to PAGA Members, and Defendant's share of payroll taxes; establishing and maintaining a Qualified Settlement Fund; and sending settlement checks to Participating Members and PAGA Members. Administration Costs shall be drawn for the Gross Settlement Amount. If the Settlement is not given final approval by the Court, the Parties shall bear Administration Costs equally.

17. **Class Data.** Within thirty (30) days after the preliminary approval order has been entered by the Court, Defendant will provide the Settlement Administrator the Class Data in an Excel spreadsheet. Class Data shall be held in the strictest confidence, which shall be affirmed in writing by the Settlement Administrator, and the Settlement Administrator shall not disclose Class Data to anyone, except as provided by the Settlement. Defendant will simultaneously provide Class Counsel with Class Data but without the names, addresses, and social security numbers. The Settlement Administrator shall not disclose the names, addresses, or social security numbers of any Class Member with Plaintiffs or Class Counsel at any time. Pursuant to this Agreement, Class Counsel may not use or disclose the information received except as necessary to perform their duties under this Agreement.

18. **Notice to the Settlement Class.** The Settlement Administrator will conduct a search on the National Change of Address database for the address of all Class Members prior to mailing the Class Notice. Within forty-five (45) days after receipt of the Class Data, the Settlement Administrator will mail the Class Notice to all Class Members via First Class Mail. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly conduct a search for a more current address for Class Members and re-mail the Class Notice.

19. **Opt-Out Procedure.** Class Members shall have ninety (90) days from the distribution of the Class Notice to request to opt out of the Settlement by submitting an Exclusion Form. If the Settlement Administrator re-mails the Class Notice, the deadline to submit an Exclusion Form shall be sixty (60) days after the re-mailing, or the original deadline, whichever is later, but in no case shall the deadline be more than one hundred and twenty (120) days after the date of the Settlement Administrator's initial mailing (hereinafter, the "**Response Deadline**"). The Class Notice will provide that Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. Any member of the Settlement Class who does not submit a valid and timely Exclusion Form is considered a Participating Class Member in the Settlement.

20. **Deficient Exclusion Forms.** If any Exclusion Form received is incomplete or deficient, the Settlement Administrator shall send a letter informing the Class Member of the deficiency to cure the deficiency. If the Exclusion Form is not cured within ninety (90) days of the original mailing, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.

21. **Settlement Administrator Reporting.** After issuing the Class Notice to Class Members, the Settlement Administrator shall provide weekly status reports to Class Counsel and Defendant's Counsel with respect to the number of notices mailed and re-mailed and the number of objections and Exclusion Forms received. Within thirty (30) days of the Response Deadline, the Settlement Administrator shall prepare and provide Class Counsel and Defendant's Counsel a list of the personnel numbers of all individuals who timely submitted valid Exclusion Forms. The Settlement Administrator will update and supplement this information as necessary.

22. **Final Approval.** Plaintiffs, by and through Class Counsel, will file a motion with the Court in support of final approval of the Settlement, which shall finally approve all amounts to be paid under this Settlement. Plaintiff's motion for an order seeking final approval of the

Settlement shall include declarations from Class Counsel, on behalf of their law firms, attesting that they have complied with the restrictions in Paragraph 39, below. If the Court does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. Notwithstanding the foregoing, the Parties will cooperate with each other and use diligent and reasonable efforts to cure any deficiencies noted by the Court in attempting to secure final approval of the Settlement.

23. **Funding the Settlement.** No later than thirty (30) days after the Effective Date, Defendant shall transfer the Settlement Payment to the Settlement Administrator.

24. **Disbursement.** Subject to the Court's final approval of the Settlement, within sixty (60) days of the Effective Date, the Settlement Administrator shall calculate and pay all payments due under the Settlement.

VIII. DISTRIBUTION OF SETTLEMENT FUNDS

25. **Qualified Settlement Fund.** The Settlement Administrator shall deposit the Settlement Payment into a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1, *et seq.* The Settlement Administrator will be responsible for establishing, maintaining, and administering the Qualified Settlement Fund, including with respect to all distributions of settlement funds. The Settlement Administrator shall be classified as the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3) and shall be responsible, on behalf of the Qualified Settlement Fund, for all tax payment, notice, and withholding requirements. Defendant will not be responsible for any payment, reporting, or withholding of taxes with respect to any payment made under this Agreement, and any taxes due shall be the responsibility of the Qualified Settlement Fund and Participating Members.

26. **Order of Distribution.** The Representative Awards, Administration Costs, and Class Counsel's Attorney Fees and Expenses shall be deducted from the Gross Settlement Amount before determining Individual Settlement Shares.

27. **Calculating Individual Settlement Shares to Participating Members.** The Settlement Administrator will pay an "Individual Settlement Share" from the Net Settlement Amount to each Participating Member. The Individual Settlement Share is a proportionate share of the Net Settlement Amount that is equal to (a) the number of weeks employed during the Class Period, (b) divided by the total number of weeks worked by all Participating Members during the Class Period, (c) which is multiplied by the Net Settlement Amount. If any Class Member opts out of the Settlement, his or her Individual Settlement Share will be added to the Net Settlement Amount. The Parties acknowledge and agree that the foregoing is an equitable and proportional method of determining Individual Settlement Shares.

28. **Calculating Payment to PAGA Members.** Twenty-five percent (25%) of the PAGA Payment shall be paid to PAGA Members. The amount to be paid per workweek employed by a PAGA Member will be calculated on a pro rata basis by dividing the value of the portion of

the PAGA Payment that will be paid to each PAGA Member by the total number of weeks employed by all PAGA Members during the PAGA Release Period.

29. **Settlement Payment to the Qualified Settlement Fund.** Within forty-five (45) days after the Response Deadline, as the Response Deadline may be extended due to re-mailings and deficient Exclusion Forms, the Settlement Administrator will provide an accounting of the total Individual Settlement Shares to be paid to Participating Members (hereinafter, the “**Total Individual Settlement Shares**”) and required tax withholdings to Defendant’s Counsel and Class Counsel.

30. **Mailing Individual Settlement Shares.** Individual Settlement Shares will be mailed to Participating Members by the Settlement Administrator via First Class Mail as soon is reasonably practical after receiving the Settlement Payment. The Settlement Administrator shall use the information obtained from its mailing of the initial Class Notice, as supplemented or modified by any updated information supplied or obtained.

31. **Mailing Payments to PAGA Members.** Payments to PAGA Members will be mailed by the Settlement Administrator via First Class Mail as soon is reasonably practical after the Settlement Payment. The Settlement Administrator shall use the information obtained from the Class Data to issue payments to PAGA Settlement Members.

32. **Issuing Payment to the LWDA.** Within fifty (50) calendar days after the Effective Date, the Settlement Administrator shall forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of any claims and derivative claims for violations of PAGA.

33. **Uncashed Checks.** Participating Members and PAGA Settlement Members shall have one hundred eighty (180) days from the date of mailing to cash or deposit their settlement checks and/or checks from the PAGA Payment. Any checks that are not cashed or deposited within one hundred eighty (180) days of when they are sent will be deemed null and void, and the Settlement Administrator will pay the amount of uncashed checks to the State of California Controller’s Office of Unclaimed Property division as unclaimed property. Any failure to cash any such check within the deadlines set forth above will not abrogate or affect that Participating Member’s or PAGA Member’s waivers or releases of claims under the Settlement. Defendant shall have no further liability to any such Participating Member or PAGA Settlement Member for any claims asserted in the Action.

34. **Settlement Amounts Payable.** Class Counsel’s Attorney Fees and Expenses, the Representative Awards, Administration Costs, and Defendant’s share of payroll taxes shall be paid by the Settlement Administrator from the Settlement Payment no later than thirty (30) days after receiving the Settlement Payment.

35. **No Tax Advice.** The Parties acknowledge and agree that the payments made hereunder are made as settlement for all currently existing claims for wages, overtime compensation, liquidated damages, or other forms of compensation and, as such, payments may be deemed taxable under local, state, or federal law. Plaintiffs acknowledge and agree that

Defendant and Defendant's Counsel have made no representations regarding the tax consequences of any amounts received by Plaintiffs, Class Counsel, and the Class pursuant to this Agreement. Plaintiffs are not relying on Defendant or Defendant's Counsel in any way regarding the tax consequences of entering into this Agreement.

36. **Dispute Resolution.** Any Class Member and PAGA Member may dispute his or her share of the settlement by submitting the dispute to the Settlement Administrator no later than the Response Deadline. Defendant's records will be presumed determinative unless the Class Member or PAGA Member produced pay stubs, wage statement, or other documents which conflict with Defendant's records. If the Parties cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member or PAGA Member and Defendant.

37. **Hold Harmless.** Plaintiffs, Participating Members, and PAGA Members will be solely and exclusively responsible for all taxes, interest, and penalties of any nature owed with respect to any payment received by them pursuant to this Agreement, other than Defendant's share of payroll taxes, and may not seek any indemnification from the Parties, the Settlement Administrator, or any of the Released Parties in this regard. The Parties agree that Defendant shall have no obligation to pay, on behalf of Plaintiffs, any Participating Member, or any PAGA Member, any taxes, deficiencies, levies, fines, penalties, interests or costs, except as set forth in this Agreement.

IX. MISCELLANEOUS

38. **No Assignment.** Plaintiffs, on behalf of the Settlement Class and PAGA Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including but not limited to, any interest in the Action, or any related action.

39. **No Publicity.** Plaintiffs shall not engage and Class Counsel are prohibited from engaging in any post-Settlement publicity now and in the future, including but not limited to issuing a press release or similar announcement, or posting any information related to this Settlement on any media, including electronic media and any website associated with Class Counsel and their firms, or respond to any media inquiries. Plaintiffs shall, and hereby do, direct their respective Class Counsel to abide by the restrictions in this paragraph. If any Class Counsel, or any of their law firms, violates the restrictions in this paragraph, it shall be deemed a breach by their respective client. In the event of a breach of the restrictions in this paragraph by any of the Plaintiffs or Class Counsel before issuance of the Final Approval Order, the breaching Plaintiff shall not be entitled to a Representative Award, and Defendant shall be entitled to oppose payment of the Representative Award. In the event of a breach of the restrictions in this paragraph by any of the Plaintiffs or Class Counsel after issuance of the Final Approval Order, each of the Plaintiffs hereby consent and agree that Defendant shall be entitled to seek, in addition to other available remedies, an award of liquidated damages in an amount equal to the Representative Award. The Parties acknowledge and agree that the harm caused by breach of this paragraph would be very difficult to accurately estimate at the time of the breach and that the liquidated damages are fair and reasonable as compensation for each breach by any of the Plaintiffs.

40. **Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms-length. All terms and conditions of this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

41. **Defense to Released Claims.** Plaintiffs will not oppose Defendant's efforts to use this Settlement to prove that any member of the Settlement Class or any PAGA Member has resolved and is forever barred from re-litigating the claims released herein.

42. **No Effect on Credited Hours.** Neither the Settlement nor any payments made to Plaintiffs and Participating Members pursuant to this Agreement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, program, policy, or labor contract, nor shall any payment made in connection with this Settlement be deemed additional compensation for purposes of calculating the regular rate under local, state, or federal law.

43. **Compliance with Class Action Fairness Act and PAGA.** Plaintiffs shall submit the Settlement to the LWDA at the same time it is submitted to the Court for preliminary approval. Defendant shall comply with the requirements of the Class Action Fairness Act by providing notice to the appropriate state and federal officials of the Settlement.

44. **Continuing Jurisdiction of the Court.** The Parties agree that the Court shall be asked to enter the Final Approval Order, which dismisses the Action with prejudice, except that the Parties agree the Court will retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and the Settlement contemplated thereby, including, but not limited to, enforcement of the terms of this Agreement.

45. **Dates, Days, and Extensions of Time.** Any date or deadline identified in this Agreement that falls on a Saturday, Sunday, or Court holiday shall be deemed the next day that is not a Saturday, Sunday, or Court holiday. All "days" in this Agreement refer to calendar days, unless otherwise stated. The Parties may, by mutual written agreement, stipulate upon a reasonable extension of time for deadlines and dates reflected in this Agreement without further notice to the Court.

46. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein and all prior and contemporaneous negotiations and understandings between the Parties.

47. **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. The Parties have participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against either of the Parties by virtue of draftsmanship.

48. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California without regard to choice-of-law principles.

49. **Captions and Interpretations.** Section and paragraph titles contained herein are inserted as a matter of convenience and for reference and do not define, limit, extend, or describe the scope of this Agreement.

50. **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by Class Counsel and Defendant's Counsel with authorization from the respective Parties such counsel represents.

51. **Execution in Counterparts.** This Agreement may be executed in counterparts and by electronic signature. Execution in counterparts shall have the same force and effect as if the Parties and their counsel had signed the same instrument.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Class and Representative Action Settlement Agreement on the dates indicated below.

Juan Garza  ID 8SVFzJUyVT1FRGDPS3qL6Mi _____ Juan Garza 8/20/2026 _____ Date	Gabriel Garcia _____ Gabriel Garcia _____ Date
Francisco J. Meza _____ Francisco J. Meza _____ Date	Swift Beef Company _____ Signature _____ Name _____ Title _____ Date

48. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California without regard to choice-of-law principles.

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IN WITNESS WHEREOF, the Parties and their counsel have executed this Class and Representative Action Settlement Agreement on the dates indicated below.

Juan Garza _____ Juan Garza _____ Date	Gabriel Garcia _____ Gabriel Garcia _____ Date
Francisco J. Meza <i>Francisco Meza</i> _____ Francisco J. Meza 08/11/2026 _____ Date	Swift Beef Company _____ Signature _____ Name _____ Title _____ Date

FM

48. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California without regard to choice-of-law principles.

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IN WITNESS WHEREOF, the Parties and their counsel have executed this Class and Representative Action Settlement Agreement on the dates indicated below.

Juan Garza _____ Juan Garza _____ Date	Gabriel Garcia Signed by:  _____ DCC0B399D1604FA... Gabriel Garcia 8/11/2026 _____ Date
Francisco J. Meza _____ Francisco J. Meza _____ Date	Swift Beef Company _____ Signature _____ Name _____ Title _____ Date

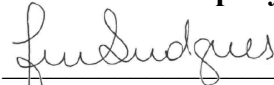
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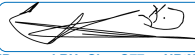
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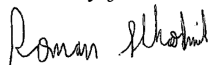
51. **Execution in Counterparts.** This Agreement may be executed in counterparts and by electronic signature. Execution in counterparts shall have the same force and effect as if the Parties and their counsel had signed the same instrument.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Class and Representative Action Settlement Agreement on the dates indicated below.

Juan Garza _____ Juan Garza _____ Date	Gabriel Garcia _____ Gabriel Garcia _____ Date
Francisco J. Meza _____ Francisco J. Meza _____ Date	Swift Beef Company  _____ Signature _____ Juriana Sperandio Name _____ Head of Human Resources Title _____ August 20, 2026 Date

<i>Approved as to form only:</i> Setareh Law Group  ID vvasxkRUnCkxoQ77smUBIXUZ _____ Shaun Setareh <i>Attorney for Plaintiff Juan Garza</i> _____ 8/11/2026 _____ Date	<i>Approved as to form only:</i> Spencer Fane LLP _____ Joseph H. Hunt <i>Attorney for Swift Beef Company</i> _____ Date
<i>Approved as to form only:</i> D. Law, Inc. _____ Roman Shkodnik <i>Attorney for Plaintiff Gabriel Garcia</i> _____ Date	<i>Approved as to form only:</i> Lavi & Ebrahimian LLP _____ Vincent C. Granberry <i>Attorney for Plaintiff Francisco J. Meza</i> _____ Date

<i>Approved as to form only:</i> Setareh Law Group _____ Shaun Setareh <i>Attorney for Plaintiff Juan Garza</i> _____ Date	<i>Approved as to form only:</i> Spencer Fane LLP _____ Joseph H. Hunt <i>Attorney for Swift Beef Company</i> _____ Date
<i>Approved as to form only:</i> D. Law, Inc. _____ Roman Shkodnik <i>Attorney for Plaintiff Gabriel Garcia</i> _____ Date	<i>Approved as to form only:</i> Lavi & Ebrahimian LLP <i>Joseph Lavi</i> _____ Joseph Lavi Vincent C. Granberry <i>Attorney for Plaintiff Francisco J. Meza</i> 08/11/2026 _____ Date

<i>Approved as to form only:</i> Setareh Law Group Shaun Setareh <i>Attorney for Plaintiff Juan Garza</i> Date	<i>Approved as to form only:</i> Spencer Fane LLP Joseph H. Hunt <i>Attorney for Swift Beef Company</i> Date
<i>Approved as to form only:</i> D. Law, Inc. Roman Shkodnik <i>Attorney for Plaintiff Gabriel Garcia</i>  Date 08/13/2026	<i>Approved as to form only:</i> Lavi & Ebrahimian LLP Vincent C. Granberry <i>Attorney for Plaintiff Francisco J. Meza</i> Date

<i>Approved as to form only:</i> Setareh Law Group Shaun Setareh <i>Attorney for Plaintiff Juan Garza</i> Date	<i>Approved as to form only:</i> Spencer Fane LLP  Joseph H. Hunt <i>Attorney for Swift Beef Company</i> <u>August 20, 2026</u> Date
<i>Approved as to form only:</i> D. Law, Inc. Roman Shkodnik <i>Attorney for Plaintiff Gabriel Garcia</i> Date	<i>Approved as to form only:</i> Lavi & Ebrahimian LLP Vincent C. Granberry <i>Attorney for Plaintiff Francisco J. Meza</i> Date

EXHIBIT A

**NOTICE OF CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

Garza et al. v. Swift Beef Company
United States District Court for the Central District of California
Civil Action No. 2:22-cv-06223-ODW-E

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
Read this notice carefully as it affects your legal rights.*

TO: All present and former non-exempt employees of Swift Beef Company working at its production facility in Riverside, California between June 26, 2020, through [insert date qualifying threshold is met].

The United States District Court for the Central District of California has granted preliminary approval of a proposed class action settlement (“Settlement”) of a lawsuit (the “Class Action”) against Swift Beef Company (“Defendant”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and Private Attorneys General Act Settlement (“Notice”) carefully.

The Court has conditionally certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former non-exempt employees of Defendant working at Defendant’s production facility in Riverside, California, at any time from June 26, 2020, through [insert date qualifying threshold is met].

The Court has also preliminarily approved a settlement of claims under the Private Attorneys General Act (“PAGA”) for “PAGA Members” who are:

All current and former non-exempt employees employed at Defendant’s production facility in Riverside, California, at any time from January 9, 2022, through [insert date qualifying threshold is met].

The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE SETTLEMENT DESCRIBED IN THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHY ARE YOU GETTING THIS NOTICE?

This Notice is to inform you of a proposed Settlement of the alleged class and representative action lawsuit entitled *Garza et al. v. Swift Beef Company*, Civil Action No. 2:22-cv-06223-ODW-E, pending in the United States District Court for the Central District of California, involving current and former non-exempt employees of Defendant working at its production facility in Riverside, California.

You have received this Notice because employment records show that you were employed at Defendant's production facility in Riverside, California, since June 26, 2020, through **[insert date qualifying threshold is met]** (the "Class Period"). You may be a Class Member or PAGA Member and may be entitled to payment as a result of the Settlement. This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options.

WHAT IS THIS CLASS ACTION ABOUT?

Plaintiffs Juan Garza, Gabriel Garcia, and Francisco J. Meza ("Plaintiffs") filed class and representative actions against Defendant (the "Lawsuit"), which were consolidated for all purposes before the Court. Plaintiffs seek to represent themselves and all other similarly situated employees of Defendant in the Lawsuit.

Plaintiffs' action against Defendant seeks damages, restitution, penalties, interests, costs, attorney fees, and other relief based on the following alleged causes of action: (1) failure to provide meal periods and pay meal period penalties, (2) failure to provide rest periods and pay rest period penalties, (3) failure to pay minimum wages and regular wages, including for hours worked off the clock, (4) failure to pay overtime wages and any applicable premium wage rates, (5) failure to provide accurate written wage statements, (6) failure to timely pay wages during employment and final wages, (7) failure to maintain required or accurate employment records, (8) violation of the California Unfair Competition Law, Business and Professions Code Sections 17200, *et seq.*; and (9) enforcement of the Private Attorneys General Act ("PAGA") based on the foregoing alleged violations of the California Labor Code.

Defendant denies all the claims in the Lawsuit, denies all liability, and contends that Plaintiffs' claims do not have merit and do not meet the requirements for class certification. There has been no finding in the Lawsuit that Defendant did anything wrong. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant.

After years of litigation, Plaintiffs and Defendant entered into a Settlement that resolves Plaintiffs' claims and the claims on behalf of Class Members and PAGA Members. By agreeing to resolve the Lawsuit, all parties avoid the risks and cost of continued litigation and trial. The parties have concluded that it is in the best interests of the parties and the Class Members and PAGA Members to settle the Lawsuit on the terms summarized in this Notice.

HOW DOES THE CLASS ACTION SETTLEMENT WORK?

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees. Plaintiffs and these other current and former employees comprise a "Class" and are

“Class Members” for purposes of Settlement. The Settlement of this Class Action resolves the “Released Claims” (defined below) of all Class Members except for Class Members who request to exclude themselves from the Settlement.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval] in the United States District Court for the Central District of California. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court also approved the PAGA settlement (described below). The Court has determined preliminarily that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of these issues will be made at the Final Approval Hearing.

WHO ARE THE ATTORNEYS REPRESENTING THE CLASS?

On [the date of Preliminary Approval Order], the Court entered an order preliminarily approving counsel for Plaintiffs as counsel for the Class (“Class Counsel”) for purposes of the Settlement. Class Counsel are as follows:

David Yeremian
DAVID YEREMIAN & ASSOCIATES, INC.
2540 Foothill Blvd., Unit 201
La Crescenta-Montrose, CA 91214
Tel: (818) 962-6465
Email: d.yeremian@d.law

Roman Shkodnik
Emma E. Geesaman
D. LAW, INC.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465
Email: r.shkodnik@d.law
e.geesaman@d.law

Joseph Lavi
Vincent C. Granberry
LAVI AND EBRAHIMIAN LLP
8889 West Olympic Boulevard Suite 200
Beverly Hills, CA 90211
Tel: (310) 432-0000
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com

Shaun Setareh
Eric Y. Hahn
Victoria Mas
SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
Beverly Hills, CA 90210
Tel: (310) 888-7771
Email: shaun@setarehlaw.com
eric@wilshirelawfirm.com
vmas@setarehlaw.com

Brian Louis
Christina Marie Le
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9989
Email: brian.louis@wilshirelawfirm.com
cle@lelawfirm.com

The Court has conditionally decided that the above Class Counsel are qualified to represent you and all other Class Members. As part of this Settlement, Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has consequences, which you should understand before making your decision. Your rights regarding each option and the steps you must take to select each option are summarized below and explained in more detail in this Notice.

DO NOTHING	If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and Class Counsel will represent your interests. You will receive payment from the Settlement and your portion of the PAGA Payment (described below) after the Settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion from the Settlement. If you do nothing, you will give up your right to file claims alleged in the Lawsuit.
OPT OUT	If you do not wish to participate in or be bound by the Settlement, you may “opt out” by submitting a written statement requesting to be excluded from the Settlement. If you request exclusion, you will not receive any money from the Settlement, nor will you be considered to have released your claims alleged in the Lawsuit. If you are a PAGA Member, you will still receive your share of the PAGA Payment and will still waive the PAGA Released Claims (described below).
OBJECT	You may file a legal objection to the proposed Settlement before final approval of the Settlement by the Court. If you would like to object, you may not opt out of this Settlement. You may enter your appearance by representing yourself or through an attorney.

The terms of the Settlement, how your Settlement payment is determined, and procedures for opting out and objecting are set forth below.

HOW WILL CLASS COUNSEL AND CLASS REPRESENTATIVES BE PAID?

The total maximum amount Defendant will pay under the Settlement is \$1,175,000 (“Gross Settlement Amount”) plus Defendant’s share of payroll taxes. Plaintiffs have asked the Court that Class Counsel be paid thirty-three and one-third percent (33 1/3%) of the Gross Settlement amount (\$391,666.67) for attorney fees and litigation costs (“Class Counsel’s Attorney Fees and Expenses”). Plaintiffs have also asked the Court that they each receive up to \$9,900 (“Representative Awards”) for their efforts on behalf of the Class. Class Counsel’s Attorney Fees and Expenses and the Representative Awards are subject to approval by the Court and will be drawn from the Gross Settlement Amount.

HOW MUCH CAN YOU EXPECT TO RECEIVE FROM THIS SETTLEMENT?

As explained above, the Gross Settlement Amount and total Defendant will pay under the Settlement is \$1,175,000. The “Net Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Class Members after deducting (1) Administration Costs (estimated to be \$20,000), (2) Class Counsel’s Attorney Fees and Expenses (up to \$391,666.67), (3) the PAGA Payment (estimated to be \$117,500), and (4) Representative Awards (up to \$29,700). After deducting these amounts, the Net Settlement Amount is estimated to be approximately **\$616,133**.

You will only receive a payment from the Settlement if the Court approves the Settlement and after the Settlement goes into effect.

Payment to Class Members

The Net Settlement Amount is used to pay Class Members who do not exclude themselves from the Settlement (“Participating Class Members”). Subject to approval by the Court, each Participating Class Member will receive an “Individual Settlement Share.” The Individual Settlement Share is a proportionate share of the Net Settlement Amount that is equal to (a) the number of weeks employed during the Class Period, (b) divided by the total number of weeks worked by all Participating Class Members during the Class Period, (c) which is multiplied by the Net Settlement Amount.

Although your Individual Settlement Share cannot be precisely calculated at this time, your approximate Individual Settlement Share is estimated to be \$[redacted], less tax withholdings customarily made on wage payments. This is based on Defendant’s records, which show you worked [redacted] workweeks from June 26, 2020, through [insert date qualifying threshold is met].

Payment to PAGA Members

If you were employed by Defendant at its production facility in Riverside, California, during the period of January 9, 2022, through [insert date qualifying threshold is met] (“PAGA Release Period”), then you are a “PAGA Member.” If you are a PAGA Member, you are entitled to receive a share of the PAGA Payment.

As part of the Settlement, Plaintiffs have asked the Court to approve a PAGA Payment in the total amount not exceeding \$117,500. Seventy-five percent (75%) of the PAGA Payment will be paid to the California Labor and Workforce Development Agency. Twenty-five percent (25%) of the PAGA Payment is divided among PAGA Members on a pro rata basis based on the total number of workweeks that each PAGA Member was employed during the PAGA Release Period.

Although your portion of the PAGA Payment cannot precisely be calculated at this time, it is estimated to be \$[redacted]. This is based on Defendant’s records, which show you worked [redacted] workweeks from January 22, 2022, through [insert date qualifying threshold is met].

Disputing Workweeks

If you wish to dispute the workweeks credited to you for determining either your Individual Settlement Share or portion of the PAGA payment, you must submit your dispute in writing to the Settlement Administrator. The written dispute must (1) identify the Lawsuit, (2) contain your full name, signature, address, telephone number, and last four digits of your social security number, (3) clearly state that you dispute the number of workweeks credited to you, and what you contend is the correct number to be credited to you, (4) attach any documentation that you have to support the dispute, such as pay stubs or wage statements, and (5) be submitted by mail to the Settlement Administrator postmarked on or before [insert Response Deadline]. The Settlement Administrator's address is as follows:

[Settlement Administrator]
[Settlement Administrator Address Line 1]
[Settlement Administrator Address Line 2]
[Settlement Administrator Phone Number]
[Settlement Administrator email address]

HOW DOES THIS SETTLEMENT AFFECT MY RIGHTS?

The Settlement involves a release and waiver of claims asserted in the Lawsuit. To assist your understanding the release and waiver of claims, the following terms have the following definitions:

Definitions

1. **“Class Period”** means the period from June 26, 2020, through [insert date qualifying threshold is met].
2. **“Released Claims”** shall mean a full satisfaction and release of all claims, liabilities, demands, causes of action, rights, and obligations under the California Labor Code and Unfair Competition Law during the Class Period for any failure by Defendant to (i) provide meal periods and pay meal period penalties, (ii) provide rest periods and pay rest period penalties, (iii) pay minimum and regular wages, including for hours worked off the clock, (iv) pay overtime wages and any applicable premium wage rates, (v) provide accurate written wage statements, (vi) timely pay wages during employment and final wages, (vii) maintain required or accurate records, and (viii) any and all claims that were or could have been reasonably pled in the Lawsuit whether statutory, constitutional, contractual or based on common law. The Released Claims include without limitation all individual damages, as well as damages on behalf of the class action, including all economic damages, restitution, liquidated damages, statutory penalties, punitive damages, interest, and attorney fees and costs, on behalf of Plaintiffs and the Class. The Released Claims include the foregoing claims, whether known or unknown, which were pled or could have been pled based on the facts alleged in the Action. The Released Claims excludes claims that cannot be waived as a matter of law, including claims for workers' compensation and unemployment insurance benefits.
3. **“Released Parties”** shall mean Swift Beef Company, JBS USA Food Company, JBS USA Food Company Holdings, and their past, present, and future parent companies, subsidiaries,

affiliates, divisions, and agents and their respective directors, officers, managers, supervisors, and employees.

4. **“PAGA Released Claims”** means a full satisfaction and release of all claims, liabilities, civil penalties, demands, causes of action, rights, and obligations under the California Private Attorneys General Act during the PAGA Released Period for any failure by Defendant to (i) provide meal periods and pay meal period penalties, (ii) provide rest periods and pay rest period penalties, (iii) pay minimum and regular wages, including for hours worked off the clock, (iv) pay overtime wages and any applicable premium wage rates, (v) provide accurate written wage statements, (vi) timely pay wages during employment and final wages, (vii) maintain required or accurate records, and (viii) any and all claims that were or could have been reasonably pled in the Lawsuit whether statutory, constitutional, contractual or based on common law. The PAGA Released Claims include without limitation all individual damages, as well as damages on behalf of any representative action, available under PAGA, including all civil penalties, punitive damages, interest, and attorney fees and costs. The PAGA Released Claims include the foregoing claims, whether known or unknown, which were pled or could have been pled based on the facts alleged in the Lawsuit.
5. **“PAGA Release Period”** means the period from January 9, 2022, through [insert date qualifying threshold is met].

Release and Waiver of Claims

All Class Members who do not validly opt-out of the Settlement, and all PAGA Members, will be bound by the Court’s final judgment.

Effective upon final approval of the Settlement by the Court, and in exchange for payment of Individual Settlement Shares, Class Members who do not timely opt out of the Settlement agree to a full satisfaction, waiver, and release of all Released Claims against all Released Parties throughout the Class Period.

Effective upon final approval of the Settlement by the Court, and in exchange for payment of the PAGA Payment, PAGA Members agree to a full satisfaction, waiver, and release of all PAGA Released Claims against all Released Parties throughout the PAGA Release Period.

All Class Members who do not timely opt out of the Settlement, as well as all PAGA Members, on their own behalf and on behalf of their successors, heirs, and assigns, covenants and agrees never to commence, prosecute, or cause to be commenced, any action or other proceeding, whether in a representative or individual capacity or as a member of a collective or class action, based upon any of the Released Claims or PAGA Released Claims, as applicable.

The Released Claims and PAGA Released Claims include claims that are known or unknown. Therefore, if any Class Member who does not timely opt out of the Settlement, or PAGA Member, discovers facts in addition to, or different from, those that he or she now knows or believes to be true, those claims will remain released and forever barred.

HOW DO YOU EXCLUDE YOURSELF FROM THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by returning a completed Exclusion Form to the Settlement Administrator, which must be postmarked no later than [insert Response Deadline]. The Exclusion Form must be signed, dated, and mailed to the Settlement Administrator at the following address: [Settlement Administrator address].

If you submit a valid and timely Exclusion Form, you will not receive your Individual Settlement Share, and you will not release any of the Released Claims described above. You will, however, still receive your portion of the PAGA Payment and release the PAGA Released Claims.

Any Class Member who does not submit a valid and timely Exclusion Form on or before the above-specified deadline will be bound by all terms of the Settlement and the Court’s final judgment.

HOW DO YOU OBJECT TO THE SETTLEMENT?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement before its final approval by the Court. You may object to the Settlement either personally or through an attorney of your choice.

To object to the Settlement, you must submit a written objection to the Settlement Administrator that is postmarked no later than [Response Deadline]. A written objection must (1) identify the Lawsuit, (2) contain your full name, signature, address, and telephone number, (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection, (4) contain copies of any papers, briefs, or other documents upon which the objection is based, and (5) indicate whether you would like to appear at the Final Approval Hearing.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector’s own counsel, provided the objector has first notified the Settlement Administrator by sending written objections to the Settlement Administrator postmarked no later than [Response Deadline].

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [the date of Final Approval Hearing] at [time] before the Honorable Otis D. Wright, II, located in Courtroom 5D, 5th Floor, at the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, California 90012. All terms of the Settlement are contingent upon the Court entering the Final Approval Order.

If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

HOW WILL YOU BE PAID?

Payments will be mailed by the Settlement Administrator via First Class Mail within sixty (60) days after the Court finally approves the Settlement.

If you are a Participating Class Member, you will receive a check for your Individual Settlement Share. Fifty percent (50%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share and reported on an IRS Form W-2. The remaining fifty percent (50%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

If you are a PAGA Member, you will receive a check representing your share of the PAGA Payment. The PAGA Payment represents civil penalties and will be paid as non-wages. If you are both a Participating Class Member and PAGA Member, you will receive an Individual Settlement Share and your portion of the PAGA Payment.

None of the parties or their attorneys makes any representations as to the tax consequences of this Settlement or your participation in it, and you are free to seek your own legal and tax advice prior to your decision whether to do nothing in response to this Notice, opt-out of the Settlement, or file an objection.

It is recommended that upon receipt of a check, you immediately cash or deposit it. Any checks that remain uncashed or not deposited by the expiration of the 180-day period after mailing will be deemed null and void, and the Settlement Administrator will pay the amount of uncashed checks to the State of California Controller's Office of Unclaimed Property Division. Any failure to cash or deposit a check received under the Settlement within the deadlines set forth above will not abrogate or affect the waivers and releases of claims under the Settlement.

HOW CAN YOU GET MORE INFORMATION ABOUT THE SETTLEMENT?

The information contained in this Notice is only a summary of the Lawsuit and the basic terms of the Settlement. If you have questions about the terms of the Settlement or want more information about the Settlement, you can contact the lawyers for Plaintiffs or the Settlement Administrator. If you want a copy of the detailed Class and Representative Action Settlement Agreement, additional copies of this Notice, or to update your address, please contact the Settlement Administrator at the contact information below:

[Settlement Administrator]
[Settlement Administrator Address Line 1]
[Settlement Administrator Address Line 2]
[Settlement Administrator Phone Number]
[Settlement Administrator email address]

You may also access the Class and Representative Action Settlement Agreement at the Settlement Administrator's website at [\[insert website\]](#), which is also on file with the Office of the Clerk of the United States District Court, Central District of California at 350 West 1st Street, Los Angeles, California 90012. The pleadings and other records in the Lawsuit may also be examined during regular business hours at the same location.

You should not contact Defendant or its lawyers about this lawsuit or seek advice from them

on whether you should participate. Any information you provide Defendant or its lawyers will be neither privileged nor confidential, and neither Defendant nor its lawyers represent you or are obligated to provide you with legal counsel.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

EXCLUSION FORM

Garza et al. v. Swift Beef Company
United States District Court for the Central District of California
Civil Action No. 2:22-cv-06223-ODW-E

[Class Action Member Name]
[Street Address]
[City, State Zip Code]

DEADLINE TO RETURN EXCLUSION FORM: [90 DAYS FROM ISSUANCE]

To opt-out of the Class Action Settlement, you must timely complete, sign, and return this Exclusion Form, which must be postmarked on or before [90 DAYS FROM ISSUANCE] to:

Re: [Insert]
[Settlement Administrator]
[Settlement Administrator Address Line 1]
[Settlement Administrator Address Line 2]

By signing, completing, and returning this form, I confirm that I do not want to be included in the Class Action Settlement of the lawsuit entitled *Garza et al. v. Swift Beef Company*, Civil Action No. 2:22-cv-06223-ODW-E, pending in the United States District Court for the Central District of California.

REQUEST FOR EXCLUSION FROM SETTLEMENT:

By signing, dating, completing, and returning this Exclusion Form, you agree to be excluded from the Settlement Class in the *Garza et al. v. Swift Beef Company* lawsuit. You understand that if you ask to be excluded from the Settlement Class, you will not receive money from the settlement of this lawsuit. You further understand that you are not able to opt-out of the settlement of the claims brought pursuant to the California Private Attorneys General Act (“PAGA”) as described in the accompanying Notice and may still receive a portion of the settlement attributed to the claims under PAGA.

Date

Signature

Printed Name

You must complete the information below for your Exclusion Form to be valid. Your personal information below will not be filed with the Court or otherwise made public:

Mailing Address: _____

Phone Number: _____

YOU MUST SUBMIT THIS EXCLUSION FORM NO LATER THAN 90 DAYS FROM ISSUANCE TO BE EXCLUDED FROM THE SETTLEMENT. BE SURE THAT YOU HAVE SIGNED, DATED, AND COMPLETELY FILLED OUT THIS FORM.