

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between the following parties: Plaintiff Justine Freeman (“Plaintiff and/or “Class Representative”), individually and on behalf of the Settlement Class, and Defendant Belcampo Group, Inc., (“Belcampo” or “Defendant”) (collectively referred to as the “Parties”).

### **I. DEFINITIONS**

As used in this Agreement and the related documents attached as exhibits, the terms set forth below shall have the meanings set forth below. The singular will include the plural and vice versa.

A. “Action” means the civil action entitled *Freeman v. Belcampo Group, Inc.*, which was filed in the Superior Court for the State of California, Los Angeles County, on June 7, 2021, Case No. 21STCV21508.

B. “Agreement” means this Settlement Agreement.

C. “Authorized Claimant” means any Settlement Class Member who timely submits a Valid Claim Form that is not determined to be a Fraudulent Claim.

D. “Belcampo” refers to Defendant Belcampo Group, Inc., its successors, assigns, predecessors, parents, subsidiaries, divisions, departments, or affiliates; and any of its or their past or present officers, directors, attorneys, stockholders, partners, agents, servants, subrogees, insurers, employees, or representatives.

E. “Belcampo’s Counsel” means Kendall Brill & Kelly LLP.

F. “Claim Form” means the form Settlement Class Members must submit to participate in the reimbursement provisions of the Settlement. The Claim Form will be substantially similar to the forms attached as Exhibit A.Ff

G. “Claimant” means a Settlement Class Member who submits a Claim Form.

H. “Class Notice” means, collectively, the notice provided to Settlement Class Members regarding the Settlement as outlined in Section IV, which will be submitted to the Court in connection with the Parties motion for Preliminary Approval.

I. “Class Period” means January 1, 2020 to May 31, 2021.

J. “Class” or “Classes” and “Settlement Class” or “Settlement Classes” means:

1. All persons who made a purchase in California between January 1, 2020 to May 31, 2021 from Belcampo.

K. “Class Counsel” means Oakwood Legal Group, LLP.

L. “Class Member” means a member of this Class.

M. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action.

N. “Common Fund” or “Settlement Amount” means a non-reversionary common fund of \$86,475 which shall be used to fund payments to Settlement Class Members, Class Notice and administration costs, any Class Counsel Award and costs awarded by the Court, and any Class Representative Service Award to Plaintiff awarded by the Court.

O. “Complaint” means the class action complaint filed in the Action.

P. “Court” means the Superior Court for the State of California, County of Los Angeles.

Q. “Day or Days” means calendar days.

R. “Effective Date” means:

1. The date twenty-five (25) days after service of entry of the Final Judgment if and only if each of the following six conditions (the “Conditions”) are satisfied: (1) no motion or complaint to intervene is filed in the Action before entry of the Final Judgment; (2) no objections to the Settlement are asserted before entry of the Final Judgment; (3) no motion is filed within that 25-day period that extends the deadline to appeal the Final Judgment; (4) Class Counsel confirms within that 25-day period that it will not appeal any reduction by the Court of the Class Counsel Award; (5) Plaintiff confirms within that 25-day period that she will not appeal any reduction by the Court in her Class Representative Service Award, and (6) once Defendant fully funds the settlement.

2. If any one of the Conditions is not satisfied, the date 65 days after notice of entry of the Final Judgment, plus any extension of the time to appeal resulting from the filing of a motion that extends the deadline to appeal; assuming no appeal, writ or other request for appellate review is filed within the foregoing time period.

3. If any appeal, writ, or other request for appellate review is filed, the date when that appeal, writ, or request for appellate review is finally ruled upon, denied, or dismissed, and no other appeal, writ, or appellate review is possible.

S. “Email Notice” means notice sent by email from the Claims Administrator to Settlement Class members whose email addresses are known to Defendant.

T. “Fraudulent Claims” means any Claim Forms the Settlement Administrator determines in good faith contain indicia of fraud, deceit, or other invalidity, including, but not limited to, any attempts to bypass the terms and limitations set out in this Settlement Agreement regarding Claim Forms, Authorized Claimants, and Settlement Class Members.

U. “Final Approval Hearing” means the hearing at which the Court shall, among other things: (a) determine whether to grant final approval to this Settlement; (b) consider any timely objections to this Settlement and all responses thereto; and (c) rule on any application for attorneys’ fees, costs, and/or service awards.

V. “Final Judgment” means the final judgment, substantially in the form of Exhibit B attached hereto, in which the Court grants final approval of this Settlement.

W. “Household” means all persons residing at the same physical address.

X. “Long Form Notice” means notice of the proposed Settlement to be provided to Settlement Class Members under Section IV of this Settlement. The Long Form Notice is attached as Exhibit C.

Y. “Objection/Exclusion Deadline” means the date set by the Court for the submission of objections or Requests for Exclusion (defined herein) from the Settlement Class and shall be no more than 180 days after the Preliminary Approval Order.

Z. “Parties” means Plaintiff individually, and on behalf of the putative Settlement Class, and Defendant.

AA. “Person” means any individual, proprietorship, corporation, partnership, limited partnership, limited liability company, association, trust, unincorporated association, or any other type of entity or association of any kind including but not limited to any governmental body or authority.

BB. “Preliminary Approval” means the date the Court preliminarily approves the terms and conditions of this Settlement, including but not limited to, conditionally certifying the Settlement Class, approving and authorizing Class Notice to the Settlement Class, appointing the Settlement Administrator, and setting a Final Approval Hearing.

CC. “Preliminary Approval Order” means the order, substantially in the form of Exhibit D attached to this Settlement, in which the Court grants Preliminary Approval.

DD. “Publication Notice” means notice of this Settlement to be provided to Settlement Class Members under Section IV, C of the Settlement substantially in the form attached as Exhibit E.

EE. “Released Parties” means Defendant and any entity in which Defendant has a controlling interest, its existing and former subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, predecessors in interest, affiliates, heirs, successors, or assigns.

FF. “Releasing Parties” means Plaintiff and Settlement Class Members, on behalf of themselves and any of their heirs, representatives or assigns.

GG. “Request(s) for Exclusion” means a valid request for exclusion from a Settlement Class Member.

HH. “Released Claims” means any and all past, present and future claims, demands, actions, and causes of action, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under any laws, including, but not limited to, common law, regulations or laws, statutory law, or otherwise, whether such law is federal, foreign, or under authority of any state, municipality, administrative or regulatory body, or arises under any other authority, including, but not limited to, any claims, demands, actions, or causes of action for unjust enrichment, negligence, misrepresentation, fraud, breach of warranty express or implied, violation of California Civil Code 1750 et seq., violation of California Business and Profession Codes Sections 17200 et seq. and 1750 et seq. or any related or similar consumer protection statutes, restitution, disgorgement of profits, injunctive or declaratory relief, arising in any manner from allegations, facts, circumstances or occurrences during the Class Period and set forth in the Complaint. However, this definition expressly excludes (i) claims for personal injury; (ii) claims not arising from allegations, facts, circumstances or occurrences during the Class Period and claims not related to the allegations, facts, circumstances or occurrences set forth in the Claim (e.g., claims not based on the facts alleged in the operative complaint); and (iii) claims to enforce the settlement.

II. “Residual Settlement Amount” shall mean the amount of the Cash Fund, less the costs of the Class Counsel Award, Settlement Administrator Costs, and the Class Representative Service Award.

JJ. “Settlement” means the settlement of this Action and related claims effectuated by this Agreement.

KK. “Settlement Administrator” means CPT Group.

LL. “Settlement Administration Costs” means all costs of providing and distributing the Class Notice and all other costs of settlement administration, including, but not limited to, amounts to be paid the Settlement Administrator for performing its tasks.

MM. “Settlement Class” means all Persons who made a purchase in California during the Class Period. Excluded from the Settlement Class shall be the assigned Judge to the Action, counsel to the Parties, Mediator Marc Marmaro, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family, any government entity; Defendant, any entity in which Defendant has a controlling interests, any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, predecessors in interest, heirs, successors, or assigns, or any members of their immediate family; and any Persons who timely opt-out of the Settlement Class.

NN. “Settlement Class Member” means any member of the Settlement Class.

OO. “Settlement Website” means a website approved by the Court as part of the Notice Plan that provides information about the Agreement to Class Members and others.

PP. “Valid Class Form” means a timely Claim Form submitted by a Settlement Class Member that satisfies all the criteria to qualify for reimbursement established by the Parties’ counsel and the Settlement Administrator.

## II. LITIGATION BACKGROUND

A. Plaintiff alleges that during the Class Period Defendant falsely and deceptively labeled and advertised selling high quality organic meat that was “100% Certified Organic,” “100% grass-fed,” “USDA Certified,” and/or “processed in Northern California at Defendant’s organic ranch, which led consumers into believing the products were high quality, and therefore that Plaintiff and Settlement Class Members paid more for the products as a result of those statements. Plaintiff has asserted claims on behalf of herself and for other similarly situated in the United States based on such allegations.

B. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than settlement, the claims alleged in the Action are not appropriate for class treatment. More specifically, Defendant contends, among other things, that its labeling, marketing, packaging, and advertising is not deceptive as a matter of law, and that such labels, marketing, advertising, and packaging do not in any manner mislead or make misleading suggestions about the high quality of the products that sold. Defendant further contends that such materials fully comply with all federal and other regulations; and that to the extent any consumers claim reliance on any labeling, packaging, or advertising, such claims raise intensely individual issues not suitable for class treatment.

C. The Parties have, in advance of settlement, on January 20, 2022, engaged in a full-day, arms-length negotiation with Hon. Marc Marmaro (Ret.) of Signature Resolution, a highly experienced mediator, and have further engaged in an informal exchange of documents and other information pertaining to the Settlement Class Member’s claims. The Parties have had a full and fair opportunity to evaluate the strength and weaknesses of their respective positions.

D. Based on the current state of the law, the expense, burden, and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of the Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiff and Settlement Class Members pursuant to this Settlement, Class Counsel has concluded that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

E. Defendant recognizes the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiff’s claims.

F. Based on the foregoing, which the Parties expressly incorporate as material terms of the Settlement, it is the desire of the Parties to fully, finally, and forever settle,

compromise, and discharge the Released Claims. Therefore, it is the intention of the Parties that this Settlement shall constitute a full, final and complete settlement and release, which release includes in its effect all of the Released Parties with respect to any and all claims which were alleged, or could have been alleged, by Plaintiff on her own behalf or on behalf of the Settlement Class in the Action.

### III. RELIEF TO CLASS MEMBERS AND CLAIMS PROCEDURE

This Agreement is for settlement purposes only. Neither the fact of Settlement nor any provisions contained in this Agreement or its attachments nor any action taken hereunder shall constitute, be construed, or be admissible in evidence as an admission by any of the Parties to the validity or lack thereof of any claim, allegation, or defense asserted in the Action or in any other action. If this Agreement for any reason is not fully approved by the Court or is otherwise terminated, Defendant reserves the right to assert any and all objections and defenses to Plaintiff's claims.

In consideration of a full, complete and final settlement of the Action, and the release of claims set forth in Section C below, and subject to the Court's approval, the Parties agree to the following Settlement:

A. **Certification of Class:** For settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Settlement, the Parties consent to and agree to the establishment and conditional certification of the Settlement Class.

B. **Certification is Conditional:** This certification is conditional on the Court's preliminary and final approval of this Settlement. In the event the Court does not approval all material terms of the Settlement, then the certification shall be void and the Settlement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall be come null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Settlement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Settlement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

C. **Releases:** Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement, the Releasing Parties shall fully release and discharge each and every one of the Released Parties from the Released Claims.

Plaintiff expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542, or any other similar provision under federal or state law, which provides:

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

Notwithstanding the provisions of Section 1542 and any similar provisions, rights, and benefits conferred by any law, rule, regulations or common-law doctrine in any federal, state, or foreign jurisdiction, Plaintiff understands and agrees that the Released Claims and other claims released by Plaintiff as set forth herein are intended to include all claims, whether known or unknown, that Plaintiff has or may have against Defendant and other Released Parties arising from the Complaint.

The Releasing Parties and Plaintiff each represent and warrant that each of them has not assigned, transferred or encumbered, or purported to assign, transfer or encumber, directly or indirectly, voluntarily, by operation of law, or otherwise any portion of any Released Claims or of the other claims released by Plaintiff.

**D. Relief to Class**

In consideration of a full, complete, and final settlement of the Action, entry of the Final Judgment, and the Releases in this Section C, and subject to the Court's approval, the Parties agree to the following relief:

1. Every authorized Claimant is entitled to receive a Settlement Benefit. A Claim shall be valid only if submitted electronically on the Claim Form pursuant to the procedures set forth in this Agreement. Belcampo agrees to pay up to \$86,475 in Settlement Benefits to the Settlement Class. If the sum of all Claims by Authorized Claimants equals or is less than \$86,475, the Settlement Benefit for each Authorized Claimant shall be calculated as described in Sections III.D.2 of this Agreement but adjusted and distributed pro rata based on the amount claimed. In no event shall Belcampo be required to pay any money in excess of \$86,475 for Settlement Benefits to the Settlement Class.

2. Class Members who provide proof of purchase of their Claim in the form of a receipt or other valid proof of purchase will receive up to a maximum of \$10. Class Members who do not provide a proof of purchase for their Claim will receive up to a maximum of

§3. Only Authorized Claimant per Household is entitled to receive a Settlement Benefit unless otherwise agreed to by the parties.

3. Only one Authorized Claimant per Household is entitled to receive a Settlement Benefit unless otherwise agreed to by the parties. If more than one Claim is received from a Household, the Settlement Administrator may contact any Claimant to request additional information and documentation to determine the validity of any Claim as described in Section III.D.2. However, in no event following the Settlement Administrator's investigation shall Belcampo be required to pay more than two Claims from one Household.

4. All Settlement Benefits discussed in Sections III.D.2 will be issued in the form of an ACH payment, Paper Check, E-Mastercard, Venmo, PayPal or Zelle by the Settlement Administrator.

5. Authorized Claimants who receive a paper check shall have 180 calendar days from the date of issuance to negotiate the paper check. If checks are not negotiated within 120 days, the Settlement Administrator shall send via email a reminder notice with the deadline to negotiate or redeem all paper checks. Any paper checks not negotiated within the 180-day period shall be cancelled or expired.

6. Under this agreement, Defendant agrees to pay a total of \$86,475.00. Subject to the Court's approval that shall include the funding up to \$83,975.00 for the Settlement Benefit to Authorized Claimants, Plaintiff's reasonable attorneys' fees and costs, the Class Representative's incentive award up to \$2,500.00 total, any administrative expenses and costs of the Settlement Administrator. Defendant shall have no other financial obligations under this Agreement.

7. Authorized Claimants shall be solely responsible for any and all taxes arising from payment of the Individual Cash Settlement Payments.

**E. Provision of Settlement Benefits:** Defendant shall transmit to the Settlement Administrator the total Common Fund for all settlement benefits (the "Settlement Amount") by no later than ten (10) days after Preliminary Approval. The Settlement Administrator shall pay all Settlement Benefits to Authorized Claimants within forty-five (45) calendar days of the Effective Date. The Settlement Administrator will distribute the Settlement Benefit in the form of an ACH payment, Paper Check, E-Mastercard, Venmo, PayPal or Zelle. The distribution communication will inform Authorized Claimants of the deadline to redeem their payment. A declaration of payment will be filed by the Settlement Administrator with the Court and provided to the Parties within ten (10) calendar days of mailing and digitally paying the settlement proceeds.

**F. Pro Rata Adjustment:** If the total value of all approved Claims either exceeds or falls short of the Residual Settlement amount available for distribution to Authorized Claimants, then the amounts of the Settlement Benefit will be reduced or increased pro rata, respectively, to ensure the Residual Settlement Amount is exhausted. Any such pro rata adjustment will be calculated prior to distribution (i.e., will be made in a single distribution)

**G. Cy Pres Distribution:** This Settlement does not permit reversion of unclaimed settlement funds to Defendant. Subject to the Court's approval, a reminder email by the



settlement administrator will be sent to Class Members whose paper checks remain uncashed more than 90 days after distribution. If a check sent to a Class Member remains uncashed, the Administrator should send the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Additionally, based upon the claims made on the terms of the settlement, any amount of money that is unclaimed will be given to a designated Cy Pres recipient. The designated Cy Pres Recipient will be the Los Angeles Regional Food Bank located at 1734 East 41st Street, Los Angeles, CA 90058.

H. **Service Award for Class Representative:** Class Counsel agrees that it will apply to the Court for a service award for the Class Representative in an amount not to exceed \$2,500 for her participation as the Class Representative, for taking on the risks of litigation, for her general release, and for settlement of her individual claims as a Settlement Class Member in this Action. The Settlement Administrator shall pay the Class Representative Service Award to Plaintiff within sixty (60) calendar days of the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff solely for the amount awarded by the Court for her Class Representative Award. Plaintiff shall be solely and legally responsible to pay all applicable taxes on her Class Representative Service Award, and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. Defendant has the right to contest the Class Representative Service Award. Plaintiff shall preserve the right to appeal any reduction in the amount of her Class Representative Service Award, but any such reduction shall not affect the validity of this Settlement.

I. **Attorney's Fees and Costs:**

1. Class Counsel agrees that it will apply to the Court, no later than fifteen (15) days prior to the Objection/Exclusion Deadline for an award of attorneys' fees plus costs and expenses not to exceed 25% of the Common Fund (\$86,475). Defendant has the right to contest Class Counsel's request of fees and costs. Class Counsel shall preserve the right to appeal any reduction in the amount of the Class Counsel Award, but any such reduction shall not affect the validity of this Settlement.

If approved by the Court, the Settlement Administrator shall pay Class Counsel the Class Counsel Award within sixty (60) calendar days of the Court's entry of Final Judgment. If the Final Judgment is reversed on appeal, Class Counsel will return the Class Counsel Award to Defendant. Class Counsel shall, as a condition of this Settlement, execute and return to Defendant the Acknowledgement and Guarantee.

2. The Class Counsel Award shall be for and in complete satisfaction of all attorneys' fees and costs incurred to date by Plaintiff and/or Class Counsel on behalf of Plaintiff and the Settlement Class, and of all such future fees and costs including, but not limited to, fees and costs incurred in documenting this Settlement, reviewing and participating in the claims administration process, obtaining the Final Judgment, and addressing any appeals. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the Class Counsel Award. Class Counsel understand and agree that they shall be solely responsible for any and all taxes and/or penalties arising from payment of the Class Counsel Award provided herein.

3. Defendant's Monetary Obligations Shall Be Limited to The Settlement Amount: Other than the payment of the Settlement Amount, Defendant and the Released Parties shall have no further monetary obligations to Plaintiff, the Settlement Class Members, or Class Counsel under this Settlement. All Settlement Administration Costs, any Class Counsel Award and any and all costs associated with the allocation and distribution of the Residual Settlement Amount will be paid solely out of the Settlement Amount, and no Defendant shall have any obligation to pay or bear any amounts, expenses, costs, damages, assessment or fees to or for the benefit of any Plaintiff, Settlement Class Member, or Class Counsel. Except as set form in Section 1 above, the Parties shall bear all their own costs and attorneys' fees in connection with Settlement and the Action.

#### **J. Claims Procedure**

1. Claims by Class Members shall be submitted through the Settlement Website and shall be made in a form substantially similar to Exhibit A within 120 days after the Court enters the Preliminary Approval Order. Class Members who are unable to submit a Claim Form through the Settlement Website may request a paper Claim Form by contacting the Settlement Administrator via the toll-free telephone number (identified in Section VI.6).

2. The Settlement Benefit issued to Authorized Claimants identified in Sections III.D.2 shall be made within 45 days after the Settlement Date.

3. The Settlement Administrator shall be responsible for the processing Claim Forms submitted by Claimants and administering the Settlement Website, opt-out and objection process, and issuing the Settlement Benefit to Authorized Claimants described herein. Class Counsel shall monitor the administration of the Settlement, including without limitation any issues or problems in the processing or Claims or other procedures described herein.

4. The Settlement Administrator shall review all Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any Claim. Should the Settlement Administrator propose to reject any Claim. Should the Settlement Administrator propose to reject any Claim, the reason for the rejection shall be provided to Class Counsel.

5. The Settlement Administrator shall use good faith and appropriate procedures to prevent, detect, and reject the payment of Fraudulent Claims and ensure payment of only legitimate claims. The Settlement Administrator shall notify the claimant via mail or email of the rejection. If any Claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the Claimant must, within twenty-one (21) calendar days from receipt of the rejection, mail or email the Settlement Administrator a notice and statement of reasons indicating the grounds for contesting the rejection along with any supporting documentation, requesting further review by the Settlement Administrator of the rejected Claim Form. If any claimant whose Claim Form has been rejected fails to respond to the Settlement Administrator within twenty-one (21) calendar days from receipt of the rejection, the rejection shall be deemed final and valid. The Settlement Administrator, in consultation with Defendant's Counsel and Class Counsel, shall notify the Claimant of its decision within ten (10) business days from receipt of the Claimant's reply contesting the rejection.

6. Defendant shall have the right to audit all submitted Claim Forms for completeness validity, accuracy, and timeliness.

7. All Settlement Class Members who do not file valid Requests for Exclusion shall be bound by all of the releases and other terms of this Settlement, whether or not they submit a Valid Claim Form or actually receive payment or cash their checks for their individual payment, and shall not be permitted to seek any further payment or any personal relief of any kind including on account of the Released Claims.

#### **IV. NOTICE PLAN**

##### **A. Notice Administration**

The Settlement Administrator will be CPT Group, they are equipped to administer the settlement as they have years of experience serving as settlement administrators in many class action lawsuits. The Settlement Administrator will receive the Customer email list upon preliminary approval of the Settlement Agreement. Plaintiffs' counsel will forward the Customer list to the Settlement Administrator through email which will consist of an excel sheet provided by Defendants of all the customers which were part of Defendants email and mailing list serve. The list will be updated by the administrator prior to the initial mailing by use of the National Change of Address Registry. The deadline for the initial issuance of notice to class members will be 30 days or as soon as reasonably possible after the Order Granting Preliminary Approval. The content of the notice provided will follow and comply with California Rules of Court 3.766(d), the notice will indicate how and when the payments will be processed, it will include the Settlement website and also address how any the Class will be given notice of the Final Judgment.

##### **B. Activation of Notice Plan**

The Notice Plan and the schedule for the Fairness Hearing shall be approved by the Court in the Preliminary Approval Order. Plaintiff will activate the Notice Plan no later than 30 days after the Court enters the Preliminary Approval Order.

**C. Notice**

The Form of Notice of the Settlement will be substantially similar to that in Exhibit E. The notice shall be maintained until 120 days after the Court enters the Preliminary Approval Order. The Settlement Website shall be maintained for 90 days after the Court enters the Final Approval Order and Judgment and the Final Approval Order and Judgment shall be posted on the Settlement Website thereby providing notice of final judgment to the class.

**D. Publication Notice Plan**

Notice shall be provided as follows: Publication Notice to Class Members shall be made through publication via email to Belcampo's customer email list and publication in the Los Angeles Times newspaper. All these forums of Notice shall be substantially similar to Exhibit E and have links or references to the Settlement Website established by the Settlement Administrator. Notice shall also be provided through direct email notification and through Publication on the Los Angeles Times newspaper. The publication in the Los Angeles Times newspaper will be run four times in order to comply with CLRA requirements.

**E. Confirmation of Notice**

The Settlement Administrator shall prepare a declaration attesting to compliance with the Notice requirements set forth above. The declaration will be provided to Class Counsel and Defendant's Counsel filed with the Court no later than 10 days prior to the Fairness Hearing.

**F. Notice Complies with Applicable Law**

The Parties agree and the Preliminary Approval Order shall state that compliance with the procedures described in this section for Notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Agreement, and the Fairness Hearing satisfy the requirements of the Consumers Legal Remedies Act in the Civil Code section 1781, subdivisions (d) and (e), the California Rules of Court, the California Code of Civil

Procedure, the Constitution of the State of California, the United States Constitution, and any other applicable law.

**G. Toll-Free Telephone Number**

The Settlement administrator will establish a toll-free telephone number that will be included in the Notice. The toll-free telephone number will provide pre-recorded information, agreed to by the Parties, of the following: (1) a statement on the status of the Class Settlement and its terms; (2) a reference to the Settlement Website for further information; and (3) the address of Class Counsel to whom Class Members may write for additional information. The Settlement Administrator's obligation to maintain the toll-free telephone number will continue until the Agreement receives final approval by the Court.

**V. REQUEST FOR EXCLUSION FROM THE CLASS**

**A. Requests for Exclusion**

Anyone who wishes to be excluded from the Settlement Class must submit a written request for exclusion by first-class United States Mail, postage paid, to the Settlement Administrator. Any request for exclusion from the Settlement Class must be postmarked on or before the deadline specified in the Notice, which shall be no later than 120 days after class members receive notice of the Preliminary Approval Order, which is the Opt-Out Deadline. Anyone submitting a request for exclusion must set forth his or her full name and current address. The request for exclusion must be in writing and signed by the requesting person under penalty of perjury in a form substantially similar to Exhibit F.

**B. Challenges to Requests for Exclusion**

The Parties shall have the right to challenge the timeliness and validity of any exclusion request. Class Counsel shall also have the right to obtain withdrawal of any exclusion request submitted in error and any exclusion request that the submitter wishes to withdraw for purposes of

participating in the Settlement. The Court shall determine whether any contested exclusion request is valid.

**C. Report from Settlement Administrator**

Not later than 10 days before the Fairness Hearing, the Settlement Administrator will prepare and deliver to Class Counsel, who shall file with the Court and serve on Defendant's Counsel, a report stating: (1) the total number of persons who have submitted timely and valid requests for exclusion from the Settlement Class and the names of such persons; and (2) the total number of persons who have submitted timely valid claims, and the aggregate value of those claims. Any person who has submitted a timely and valid Request for Exclusion will not be entitled to receive any relief under this Agreement.

**D. Response to Settlement Inquiries**

It shall be the responsibility of Class Counsel to establish procedures for receiving and responding to all inquiries from Class Members with respect to this Agreement. Defendant and Defendant's Counsel may but are not required to respond to such inquiries.

**VI. OBJECTION TO SETTLEMENT**

**A. Procedures for Objections**

Any Class Member may object to the fairness, reasonableness, or adequacy of the Agreement. A person who validly requests exclusion from the classes may not file an objection. Any Class Member who wishes to object to any aspect of the Agreement may submit a written statement by first-class United States Mail, postage paid, to the Settlement Administrator that describes the Class Member's objection in specific terms and the reason for any such objection, including any evidence and legal authority that Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of his or her objection, as well as the Class Member's name, email and postal addresses, and telephone number, and

information demonstrating that the Class Member is entitled to be included as a Member of the class. A written objection is not a requirement of appearing at the final fairness approval hearing, however, class member's who wish to submit a written objection may do so.

The Settlement Administrator shall promptly deliver any objections to Class Counsel, and not later than 10 days before the Fairness Hearing, Class Counsel shall file with the Court and serve on Defendant's Counsel, all objections received.

**B. Timing**

All objections to the Settlement must be submitted at least 30 days before the date of the Final Approval Hearing. (the "Objection Deadline").

**C. Waiver of Objections**

Any Class Member who fails to comply with this section shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Agreement and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action and shall have no right to file any appeal from any order or judgment entered by the Court

**D. Appearance at Fairness Hearing**

Any objecting Class Member may appear at the Fairness Hearing, in person or through counsel, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable. The objecting Class Member must file with the Court and serve upon Class Counsel and Defendant's Counsel a Notice of Intention to Appear at the Fairness Hearing at least 30 days before the Fairness Hearing date. The Notice of Intention to Appear at the Fairness Hearing must include copies of any papers, exhibits, or other evidence that the objection Class Member will present to the Court.

**VII. FINAL APPROVAL**

**A. Request for Final Approval**

The Parties shall request that the Court, on the date set forth in the Preliminary Approval Order, or on such other date as the Court may set, conduct a Fairness Hearing to determine (a) whether to grant final approval to this Agreement and (b) consider any timely objections to this Settlement and the Parties' responses to such objections.

**B. Final Approval Order and Judgment**

At the Fairness Hearing, the Parties shall ask the Court to give final approval to this Agreement. If the Court grants final approval to this Agreement, the Parties shall ask the Court to enter a Final Approval Order and Judgment, which approves this Settlement and authorizes entry of a final judgment.

**VIII. EXCLUSIVE REMEDY; JURISDICTION OF COURT**

**A. Exclusive Remedy**

This Agreement shall provide the sole and exclusive remedy for any and all claims asserted in the Action and any and all claims that could be brought by Class Members with respect to any of the facts alleged in the Action or set forth in Section I above. Upon entry of the Final Order and Judgment, each class Member shall be barred from initiating, asserting, or prosecuting against Defendant any of the Settled Claims. In the event any Class Member attempts to prosecute an action in contravention of the Final Order and Judgment in this Agreement, counsel for any of the Parties, may forward this Agreement and the Final Order and Judgment to such Class Member and advise the Class Member of the release provided in this Agreement. If so requested by Defendant or Defendant's Counsel, Class Counsel shall provide such notice.

**B. Continuing Jurisdiction of Court**



The Court shall retain exclusive and continuing jurisdiction over the Action and over all Parties to interpret and enforce the terms, conditions, and obligations of this Agreement.

**C. Complete Defense**

To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement.

**D. No Collateral Attack**

This Settlement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the Final Judgment. Such prohibited collateral attacks shall include claims made before the Final Approval Hearing that a Settlement Class Member's Settlement Payment was improperly calculated or adjusted.

**IX. TERMINATION OF THE SETTLEMENT AGREEMENT**

**A. Dependent on Entry of Final Order and Judgment**

The performance of this Agreement is expressly contingent upon entry of the Final Order and Judgment. If the Court declines to issue the Final Order and Judgment is vacated, modified, or reversed, in whole or in part, the Agreement will be deemed terminated unless the Parties acknowledge in writing their intent to proceed with the Agreement as modified.

**B. Effect of Termination**

If this Agreement is terminated, it will have no force or effect whatsoever, and shall be deemed null and void, and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction.

**X. MISCELLANEOUS**

**A. Entire Agreement**

This Agreement, including all attached exhibits, constitutes the entire agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any and all previous agreements and understandings between the Parties.

**B. No Admission**

This Settlement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to Cal Evid. Code §§ 1151 and 1152 and any comparable laws of any other state or jurisdiction, be inadmissible in evidence in any proceeding in order to establish liability or the propriety of class certification. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Settlement.

**C. Modification Must Be in Writing**

This Agreement may not be changed, modified, or amended, except in writing signed by Class Representatives, Class Counsel, and Defendant, subject to Court approval if required by law.

**D. Integration Clause**

This Settlement and its exhibits (all of which are incorporated herein by reference) contain the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by Class Counsel or Defendant's counsel, are extinguished.

**E. Arm's Length Negotiations; Mutual Drafting**

This Agreement has been negotiated at arms' length by Class Counsel and Defendant. In the event of any dispute arising out of this Agreement or any proceeding to enforce any of its terms, neither Party shall be deemed to be the drafter of the Agreement or any of its particular provision or provisions, and no part of this Agreement shall be construed against either Party on the basis of that Party's identity as the drafter of any part of this Agreement.

**F. Authority to Settle**

Each Party represents and warrants that it enters into this Agreement of her or its own free will. Each Party is relying solely on its own judgment and knowledge and is not relying on any statement or representation made by the other Party or the other Party's agents or attorneys. The signatories to this Agreement represent that they are duly authorized to execute it.

**G. No Assignment or Transfer**

Each Party represents and warrants that she or it has not directly or indirectly assigned, transferred, or purported to assign or transfer any portion of any liability, claim, demand, cause of action, or rights that are the subject of the Action and this Agreement.

**H. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

**I. Cooperation**

The Parties agree to cooperate fully and to take additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

**J. Headings**

The headings of the sections in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to impact its construction.

**K. California Laws Controls**

This Agreement shall be governed by, construed under, and interpreted by, and the rights of the Parties determined in accordance with, the laws of the State of California, irrespective of the State of California's choice of law principles.

**L. Partial Invalidity**

With the sole exception of Section III (Release of Claim), if any provision of this Agreement is found to be void, all the remaining provisions of this Agreement shall remain in full force and effect.

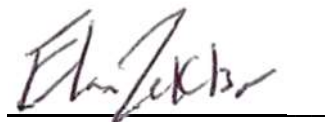
**M. Notice**

Any notice, instruction, court filing, or other document given to any Party or their counsel under or relating to this Agreement shall be in writing and delivered personally or sent by registered or certified mail with postage prepaid, overnight delivery service, or by email to the respective representatives identified below or to other recipients as the Court may specify. As of the date of this Agreement, these respective representatives are as follows.

**For the Class:**

Elan B. Zektser  
OAKWOOD LEGAL GROUP, LLP.  
8124 W. 3<sup>rd</sup> Street., 2<sup>nd</sup> Floor

Los Angeles, CA 90048

A handwritten signature in black ink, appearing to read "Elan Zektser", is written over a horizontal line.

Dated: March 12, 2024

**For Belcampo Group, Inc.:**

Patrick J. Somers  
KENDALL BRILL & KELLY LLP  
10100 Santa Monica, Blvd. Suite 1725  
Los Angeles, CA 90067



Dated: July 5, 2024

Defense counsel is not a party to this settlement agreement and the notation that affirms defense counsel has “approved as to form and content” does not bind defense counsel to the agreement

**N. Counterparts**

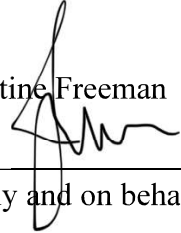
This Agreement may be executed by the Parties and their counsel in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**AGREED AS TO TERMS AND CONDITIONS AS SET FORTH ABOVE:**

**PLAINTIFF AND CLASS REPRESENTATIVE**

Dated: July 10, 2024

Justine Freeman

By:   
Individually and on behalf of the Settlement Class

**DEFENDANT**

Dated: July 10, 2024

Belcampo Group, Inc.

By:   
\_\_\_\_\_



# EXHIBIT A

Provide the store address at which you claim you purchased a product from Defendant.

STORE ADDRESS		
CITY	STATE	ZIP CODE

Provide the approximate date of your purchase:

Please provide a description of the item(s) you purchased on the date provided above:

**Option B:** Submit your Claim *with* Proof of Purchase for a maximum claim of up to **\$10.00**.

Provide the store address at which you claim you purchased a product from Defendant.

STORE ADDRESS		
CITY	STATE	ZIP CODE

Provide the date(s) of your purchase:

Please provide a description of the item(s) you purchased on the date provided above:

Upload Proof of Purchase\*:

\*Valid proof of purchase may include a receipt, a copy of the purchase on your credit or bank statement, or other document you believe provides evidence of your purchase.

**PAYMENT METHOD SELECTION:** Should your claim be approved, you can choose to receive your settlement benefit in one of the forms shown below.

Please select a payment method:

Payment Options

 Most widely accepted prepaid card ⓘ Use with Apple Pay, Google Pay, Samsung Pay <b>GET A PREPAID MASTERCARD</b>	 No bank account required ⓘ <b>USE PAYPAL</b>	 No bank account required ⓘ <b>USE VENMO</b>
 Direct to your bank account ⓘ <b>USE DIRECT DEPOSIT</b>	 Direct to your bank account ⓘ <b>USE ZELLE</b>	<b>Paper Check By Mail</b> Allow 1-3 extra weeks for delivery ⓘ <b>USE PAPER CHECK</b>

---

### PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

---

I declare under penalty of perjury under the laws of the United States of America that: (i) I purchased at least item from a Belcampo store location in California between January 1, 2020 and May 31, 2021; and (ii) all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

DATE	SIGNATURE
------	-----------

**SUBMIT**



**Claim Form**

**Freeman v. Belcampo Group, Inc**

Los Angeles County Superior Court

Case No. 21STCV21508

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before <<deadline>>, or submitted online at [www.<<insertURL>>.com](http://www.<<insertURL>>.com) on or before <<deadline>>.**

Please read the full notice of this settlement (available at [www.<<insertURL>>.com](http://www.<<insertURL>>.com)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Visit [www.<<insertURL>>.com](http://www.<<insertURL>>.com) and submit your claim online.

**MAIL:** [Belcampo Settlement Administrator](mailto:Belcampo Settlement Administrator)  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

---

**PART ONE: CLAIMANT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME \_\_\_\_\_ LAST NAME: \_\_\_\_\_

CURRENT STREET ADDRESS: \_\_\_\_\_

CURRENT CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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**PART TWO: CLAIM INFORMATION**

To qualify for a cash payment, you must have made a purchase at one of Defendant’s locations in California between January 1, 2020 and May 31, 2021.

Only one Authorized Claimant per Household is entitled to receive a Settlement Benefit unless otherwise agreed to by the parties. If more than one Claim is received from a Household, the Settlement Administrator may contact any Claimant to request additional information and documentation to determine the validity of any Claim. However, in no event following the Settlement Administrator’s investigation shall Belcampo be required to pay more than two Claims from one Household.

Please Select only one option below. If you do not attach proof of purchase your claim will be considered for Option A only.

**Option A:** Submit your Claim *without* Proof of Purchase for a maximum claimed amount of up to \$3.00.

- Provide the store address at which you claim you purchased a product from Defendant:

\_\_\_\_\_  
STORE ADDRESS (INCLUDE CITY STATE AND ZIP)

- Provide the approximate date of your purchase: \_\_\_\_\_

- Please provide a description of the item(s) you purchased on the date provided above:

\_\_\_\_\_.

**Option B:** Submit your Claim *with* Proof of Purchase for a maximum claimed amount of up to \$10.00.

- Provide the store address at which you claim you purchased a product from Defendant:

\_\_\_\_\_  
STORE ADDRESS (INCLUDE CITY STATE AND ZIP)

- Provide the date of your purchase: \_\_\_\_\_

- Please provide a description of the item(s) you purchased on the date provided above:

\_\_\_\_\_.

Attach Proof of Purchase\*

*\*Valid proof of purchase may include a receipt, a copy of the purchase on your credit or bank statement, or other document you believe provides evidence of your purchase.*

**PAYMENT METHOD:** Should your claim be approved, your cash payment will be issued in the form of a paper check and mailed to the address listed on page 1 of this Claim Form. Please provide updated information to the Settlement Administrator, if needed.

If you would like payment in a different form, for example, Paypal, Venmo or Direct Deposit, please file your Claim Form electronically through the Settlement Website at [www.<<insertURL>>.com](http://www.<<insertURL>>.com).

---

### PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

---

I declare under penalty of perjury under the laws of the United States of America that: (i) I purchased at least item from a Belcampo store location in California between January 1, 2020 and May 31, 2021; and (ii) all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
DATE

**PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.**

# EXHIBIT B

1 Raymond J. Zolekhian, Esq. SBN: 244528  
2 Elan Zektser, Esq. SBN: 236757  
3 Brennan S. Huelse, Esq. SBN: 311467  
4 OAKWOOD LEGAL GROUP, LLP  
5 470 South San Vicente Blvd., 2<sup>nd</sup> Floor  
6 Los Angeles, CA 90048  
7 Telephone: 310-205-2525  
8 Facsimile: 310-773-5573  
9 Email: elan@oakwoodlegal.com  
10 *Counsel for Plaintiff and Putative Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 JUSTINE FREEMAN; on behalf of  
14 themselves and all others similarly situated,

15 Plaintiffs,

16 vs.

17 BELCAMPO GROUP, INC.; and DOES 1  
18 through 100, Inclusive,

19 Defendants,

20 Defendants.

Case No. 21STCV21508

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT  
AGREEMENT**

21 This matter came for hearing before this Court, the Honorable Stuart Rice Court presiding, on October 28,  
22 2024, upon Plaintiff's unopposed motion for final approval of the settlement set forth in the Class Action  
23 Settlement and Release of Claims (the "Settlement Agreement"). The Court having granted final approval  
24 to the Settlement Agreement, hereby finds and orders as follows:

- 25 1. The Settlement Agreement shall be enforced according to its terms.
- 26 2. The Court certifies the class for purposes of settlement.
- 27 3. This Court finds that the applicable requirements of the California Code of Civil Procedure §  
28 382 have been satisfied with respect to the Settlement Class and the proposed settlement. The  
Court hereby makes final its earlier provisional certification of the plaintiff class, as set forth

1 in the Preliminary Approval Order. The Court finds that the settlement is fair, adequate, and  
2 reasonable, and falls within the range of reasonableness.

3 4. The notice given to the Class Members fully and accurately informed the Class Members of  
4 all material elements of the proposed Settlement and of their opportunity to object or  
5 comment thereon; was the best notice practicable under the circumstances; was valid, due and  
6 sufficient notice to all Class Members; and complied fully with the laws of the State of  
7 California, Federal Rules of Civil Procedure, the United States Constitution, due process and  
8 other applicable law. The summary notices fairly and adequately described the Settlement and  
9 provided Class Members adequate instructions and a variety of means to obtain additional  
10 information. A full opportunity has been afforded to the Class Members to participate in this  
11 hearing, and all Class Members and other persons wishing to be heard have been heard.  
12 Accordingly, the Court determines that all Settlement Class Members (as defined in the  
13 Settlement Agreement) who did not timely and properly execute a Request for Exclusion are  
14 bound by this order and resulting Judgment.

15 5. The Court finds that \_\_\_ Class Members have objected to the Settlement and \_\_\_ Class  
16 Members have requested exclusion from the Settlement. The \_\_\_\_\_ Participating Class  
17 Members will be paid from a net settlement amount of \$86,475 and the Class Representative  
18 in the amount of \$2,500.00.

19 6. The Court finds that the Stipulation was the product of arm's length negotiations between  
20 experienced counsel. After considering Defendants' potential exposure, the likelihood of  
21 success on the class claims, the risk, expense, complexity and delay associated with further  
22 litigation, the risk of maintaining class certification through trial, the experience and views of  
23 Plaintiff's Counsel, and the reaction of the Class to the Settlement, as well as other relevant  
24 factors, the Court finds that the settlement is fair, reasonable, and adequate, and in the best  
25 interests of the Settlement Class as a whole. Accordingly, the Court hereby grants final  
26 approval to the Settlement and hereby directs that the Settlement be effected in accordance  
27 with the Settlement Agreement and the following terms and conditions.

28 7. Class Counsel is awarded \$ \_\_\_\_\_ in attorney fees and \$ \_\_\_\_\_ in actual costs

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8. The claims administrator, CPT Group, is awarded \$ \_\_\_\_\_ in costs;

9. Class counsel, via CPT Group, Inc., is to provide notice to the class members pursuant to California Rules of Court, rule 3.771(b) and section IV (c) of the Settlement Agreement.

The Court also hereby orders Class Counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration.

As a condition of final approval, the claims administrator should not make reports to the IRS about settlement payments of class members who did not cash checks.

The Court reserves exclusive and continuing jurisdiction over the Litigation, the Class Representative Justine Freeman, the Settlement Class and Defendant Belcampo Group, Inc. (collectively “Belcampo” or “Defendant”), for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Stipulation and this Order and the Final Judgment.

IT IS SO ORDERED

DATED: \_\_\_\_\_

# EXHIBIT C

## LONG-FORM NOTICE

### IF YOU PURCHASED MEAT FROM BELCAMPO IN CALIFORNIA BETWEEN JANUARY 1, 2020 AND MAY 31, 2021, YOU MAY BE ELIGIBLE FOR A CLASS ACTION SETTLEMENT.

**This notice may affect your rights. Please read it carefully.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- The notice concerns a case called *Freeman v. Belcampo Group, Inc.*, which was filed in the Superior Court for the State of California, Los Angeles County, on June 7, 2021, Case No. 21STCV21508
- This class action settlement will completely resolve the lawsuit against *Belcampo Group, Inc.*, (“Belcampo” or “Defendant”).
- The suit alleges that during the Class Period Defendant falsely and deceptively labeled and advertised selling high quality organic meat that was “100% Certified Organic,” “100% grass-fed,” “USDA Certified,” and/or “processed in Northern California at Defendant’s organic ranch, which led consumers into believing the products were high quality, and therefore that Plaintiff and Settlement Class Members paid more for the products as a result of those statements.
- Belcampo denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant contends, among other things, that its labeling, marketing, packaging, and advertising is not deceptive as a matter of law, and that such labels, marketing, advertising, and packaging do not in any manner mislead or make misleading suggestions about the high quality of the products that sold.
- Pursuant to the settlement, defendant shall pay \$86,475 to a common fund which will be used to pay Class Counsel’s Court awarded fees and costs, Class Notice and administrative costs, Class Representative Service Award to Plaintiff, and payment to Settlement Class Members who file valid and timely claim forms.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.<<insertURL>>.com](http://www.<<insertURL>>.com).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	This is the only way to get a payment. You can submit a valid and timely claim form online at <a href="http://www.&lt;&lt;insertURL&gt;&gt;.com">www.&lt;&lt;insertURL&gt;&gt;.com</a> or by mail to <i>Belcampo Settlement Administrator</i> , c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. If you fail to submit a claim, you will not receive a settlement payment.	<b>&lt;&lt;Deadline&gt;&gt;</b>
<b>EXCLUDE YOURSELF FROM THE CLASS</b>	Opt Out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit that raises the same legal claims against Belcampo released by this settlement.	<b>&lt;&lt;Deadline&gt;&gt;</b>
<b>OBJECT</b>	Write to the Court about why you do not like the settlement, the amount of attorneys’ fees, or the payment to the Plaintiff.	<b>&lt;&lt;Deadline&gt;&gt;</b>
<b>GO TO A HEARING</b>	Speak in Court about the settlement. (If you object to any aspect of the settlement, you <b>may submit</b> a written objection by the Objection Deadline.)	<b>&lt;&lt;Date&gt;&gt;</b> <b>&lt;&lt;Time&gt;&gt;</b>
<b>DO NOTHING</b>	You will have no right to sue later for the claims released by the settlement.	

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



## Final Approval Fairness Hearing

On October 28, 2024 at 10:30 a.m. PST, the Court will hold a hearing to determine (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; (2) whether to grant the applications for attorney’s fees and expenses brought by the Class Counsel; and (3) whether to grant the application for a class representatives’ payments to the Plaintiffs who brought the lawsuit. The hearing will be held in the courtroom of the Judge, Stuart M. Rice at Department 1, located at the Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012. This hearing date may change without further notice to you. Consult the settlement website at [www.BelcampoSettlement.com](http://www.BelcampoSettlement.com) for updated information on the hearing date and time.

<b>NOTICE CONTENTS:</b>	<b>PAGE</b>
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What Is The Lawsuit About?.....	2
Why Is This Case Being Settled? .....	2
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What Can I Get In The Settlement? .....	3
What Do Plaintiffs And The Lawyers Get? .....	3
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### **How Do I Know If I Am Affected By The Litigation and Settlement?**

This case involves purchases made from Belcampo Group, Inc., locations in California between January 1, 2020 to May 31, 2021 (“Class Period”).

Specifically, the “Settlement Class” means all Persons who made a purchase in California during the Class Period.

Excluded from the Settlement Class shall be the assigned Judge to the Action, counsel to the Parties, Mediator Marc Marmaro, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family, any government entity; Defendant, any entity in which Defendant has a controlling interests, any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, predecessors in interest, heirs, successors, or assigns, or any members of their immediate family; and any Persons who timely opt-out of the Settlement Class..

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue and any order preliminarily certifying the class for settlement purposes will be vacated.

### **What Is The Lawsuit About?**

A lawsuit was originally brought against Belcampo Group, Inc., (“Belcampo”). The lawsuit alleges that Defendant falsely and deceptively labeled and advertised selling high quality organic meat that was “100% Certified Organic,” “100% grass-fed,” “USDA Certified,” and/or “processed in Northern California at Defendant’s organic ranch. Belcampo denies that there is any factual or legal basis for the lawsuit. The Court has not determined whether Plaintiffs or Belcampo are correct.

### **Why Is This Case Being Settled?**

The Parties have, in advance of settlement, on January 20, 2022, engaged in a full-day, arms-length negotiation with Hon. Marc Marmaro (Ret.) of Signature Resolution, a highly experienced mediator, and have further engaged in an

informal exchange of documents and other information pertaining to the Settlement Class Member's claims. The Parties have had a full and fair opportunity to evaluate the strength and weaknesses of their respective positions.

After considering the risks and costs of further litigation, the Parties expressly incorporate as material terms of the Settlement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims.

### **What Is The Settlement?**

This settlement proposes to release the claims of California consumers based on Defendant's alleged misrepresentations about the products it sold.

As part of the settlement agreement, Defendant shall pay a non-reversionary common fund ("Settlement Amount") of \$86,475 which shall be used to fund payments to Settlement Class Members, Class Notice and administration costs, any Class Counsel Award and costs awarded by the Court, and any Class Representative Service Award to Plaintiff awarded by the Court.

### **What Can I Get In The Settlement?**

Authorized Claimants are entitled to receive a Settlement Benefit in the amount of up to \$3 (without proof of purchase). Class Members who provide proof of purchase with their Claim in the form of a receipt or other valid proof of purchase will receive a refund for the purchase price(s) paid up to a maximum of up to \$10 in total per Claimant. Only 1 (One) Authorized Claimant per Household is entitled to receive a Settlement Benefit unless otherwise agreed to by the parties.

Settlement Benefits will be adjusted on a pro-rata basis depending on how many claims are filed.

If the total value of all approved Claims either exceeds or falls short of the amount available to pay Authorized Claimants after payment from the Settlement Amount of Court awarded costs, fees and service awards, then the amounts of the Settlement Benefit will be reduced or increased to ensure the fund is exhausted. Any such pro rata adjustment will be calculated prior to distribution (i.e., will be made in a single distribution).

This Settlement does not permit reversion of unclaimed settlement funds to Defendant. Subject to the Court's approval, a reminder email by the settlement administrator will be sent to Class Members whose paper checks remain uncashed more than 90 days after distribution. If a check sent to a Class Member remains uncashed, the Administrator should send the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Additionally, based upon the claims made on the terms of the settlement, any amount of money that is unclaimed will be given to a designated Cy Pres recipient. The designated Cy Pres Recipient will be the Los Angeles Regional Food Bank located at 1734 East 41st Street, Los Angeles, CA 90058.

### **What Do Plaintiffs and The Lawyers Get?**

To date, Plaintiffs' lawyers have not been compensated for any of their work on this case. The Plaintiffs' lawyers ("Class Counsel") will petition the Court for a fee of up to 25% of the common fund and apply to the Court for a service award for the Class Representative in an amount not to exceed \$2,500 for her participation as the Class Representative.

The Court will determine what amounts of fees, costs, expenses, and class representative payment to award. As with the Settlement itself, you can object to Class Counsel's fee request. The award of attorneys' fees, costs and expenses will be paid to Plaintiff's lawyers. If approved by the Court, the Settlement Administrator shall pay Class Counsel the Class Counsel Award within sixty (60) calendar days of the Court's Entry of Final Judgment.

### **What Claims Are Released by The Settlement?**

Effective upon the Final Approval, Representative Plaintiff, for herself and as the representative of the Class and on behalf of each Class Member who has not timely opted out or requested exclusion from the Settlement and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any

manner, shall have fully and finally released with prejudice all Released Claims against the Released Parties, as further defined by the terms of this Agreement.

### **How Do I File a Claim?**

You can file a claim form by visiting the settlement website at [www.<<insertURL>>.com](http://www.<<insertURL>>.com). Your claim form must be submitted electronically via the website or printed from the website, completed and timely submitted or postmarked by <<deadline>>, and mailed to *Belcampo Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

### **How Do I Exclude Myself From The Settlement And Litigation?**

You can exclude yourself from the settlement class if you wish to retain the right to sue Belcampo separately for any monetary claims over the mislabeling of the products. To exclude yourself (or “Opt Out”), you must mail or email a written request to exclude yourself from the settlement to the claim administrator at *Belcampo Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. If you exclude yourself, you cannot object to the terms of the settlement.

An Exclusion Form is available on the Settlement website at [www.<<insertURL>>.com](http://www.<<insertURL>>.com) or you can submit a written request for exclusion that must include: (a) your name, mailing address, email address and telephone number; (b) and state the words “I wish to be excluded from the Belcampo Class Action Settlement”; (c) include your signature; and (d) be postmarked no later than the Exclusion Deadline.

Exclusion requests must be postmarked by <<deadline>>.

### **How Do I Object To The Settlement?**

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, or any part of the Settlement, for example if you do not think the Settlement is fair. In addition, your objection must include your name, email and postal addresses, telephone number, and information demonstrating that you are entitled to be included as a member of the class.

You may submit a written statement by first-class United States Mail, postage paid, to the Settlement Administrator that describes your objection in specific terms and the reason for any such objection, including any evidence and legal authority that you wish to bring to the Court’s attention and any evidence you wish to introduce in support of your objection.

Any objecting Class Member may appear at the Fairness Hearing, in person or through counsel, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable. The objecting Class Member must file with the Court and serve upon Class Counsel and Defendant’s Counsel a Notice of Intention to Appear at the Fairness Hearing at least 30 days before the Fairness Hearing date. The Notice of Intention to Appear at the Fairness Hearing must include copies of any papers, exhibits, or other evidence that the objection Class Member will present to the Court.

Any documents that you wish for the Court to consider must also be attached to the objection. Your objection to the Settlement must be mailed no later than <<deadline>>, to the following addresses:

**Belcampo Settlement Administrator**  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

If you object to the settlement but still want to submit a claim in the event the Court approves the settlement, you must still submit a timely claim according to the instructions described above.

### **When Will The Court Decide If The Settlement Is Approved?**

The Court will hold a hearing on October 28, 2024 at 10:30 a.m.PST to consider whether to approve the settlement. The hearing will be held in the in the courtroom of the Judge, Stuart M. Rice in Department 1 at the Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012. This hearing date may change without further notice to you. Consult the settlement website at [www.<<insertURL>>.com](http://www.<<insertURL>>.com), for updated information on the hearing date and time.

### **How Do I Get More Information?**

You can contact the Claims Administrator at [TBD@cptgroup.com](mailto:TBD@cptgroup.com), by calling 1-888-XXX-XXXX or writing to Belcampo Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. You can also obtain additional information by contacting Class Counsel: Elan B. Zektser, OAKWOOD LEGAL GROUP, LLP. 8124 W. 3rd Street., 2nd Floor, Los Angeles, CA 90048.

**DO NOT CONTACT THE COURT CONCERNING THIS NOTICE,  
THE SETTLEMENT OR THE LAWSUIT.**

# EXHIBIT D

1 Raymond J. Zolekhian, Esq. SBN: 244528  
2 Elan Zektser, Esq. SBN: 236757  
3 Brennan S. Huelse, Esq. SBN: 311467  
4 OAKWOOD LEGAL GROUP, LLP  
5 470 South San Vicente Blvd., 2<sup>nd</sup> Floor  
6 Los Angeles, CA 90048  
7 Telephone: 310-205-2525  
8 Facsimile: 310-773-5573  
9 Email: elan@oakwoodlegal.com  
10 Counsel for Plaintiff and Putative Class

**FILED**  
Superior Court of California  
County of Los Angeles  
06/14/2024

David W. Slayton, Executive Officer / Clerk of Court  
By:                     E. Martinez                     Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 JUSTINE FREEMAN; on behalf of  
14 themselves and all others similarly situated,

15 Plaintiffs,

16 vs.

17 BELCAMPO GROUP, INC.; and DOES 1  
18 through 100, Inclusive,

19 Defendants,

20 Defendants.

Case No. 21STCV21508

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT AGREEMENT**

21 WHEREAS, pursuant to California Rules of Court 3.769, the parties seek entry of an  
22 order preliminarily approving the Settlement of this Action pursuant to the settlement  
23 agreement fully executed on or about October 27, 2023 (the "Agreement"), which, together with  
24 its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the Action;  
25 and WHEREAS, the Court has read and considered the Settlement Agreement and its exhibits,  
26 and Plaintiff's Unopposed Motion for Preliminary Approval; IT IS HEREBY **ORDERED** as  
27 follows:

- 28
1. The Motion is GRANTED.
  2. Capitalized terms not otherwise defined herein have the meaning set forth

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1 in the Settlement Agreement.

2 3. All proceedings in the Action, other than proceedings necessary to carry  
3 out or enforce the terms and conditions of the Agreement and this Order, are hereby  
4 stayed.

5 4. The Court has subject matter jurisdiction over the Action, and personal  
6 jurisdiction over the Parties before it. Additionally, venue is proper pursuant to Cal. Civ.  
7 Code §395.

8 5. The Action is preliminarily certified as a class action, for settlement  
9 purposes only, pursuant to California Rules of Court Rule 3.769 and Code of Civil  
10 Procedure § 382. The Court preliminarily finds for settlement purposes that: (a) the Class  
11 certified herein is sufficiently numerous that joinder of all such persons would be  
12 impracticable; (b) there are questions of law and fact that are common to the Class, and  
13 those questions of law and fact common to the Class predominate over any questions  
14 affecting any individual Class Member; (c) the claims of the Plaintiff are typical of the  
15 claims of the Class they seek to represent for purposes of settlement; (d) a class action on  
16 behalf of the Class is superior to other available means of adjudicating this dispute; and  
17 (e) as set forth below, Plaintiff and Plaintiff's Counsel are adequate representatives of the  
18 Class. Defendant retains all rights to assert that the Action may not be certified as a class  
19 action, other than for settlement purposes. The Court also concludes that, because the  
20 Action is being settled rather than litigated, the Court "need not inquire whether the case,  
21 if tried, would present intractable management problems." *See Amchem Prods., Inc. v.*  
*Windsor*, 521 U.S. 591, 620 (1997).

22 6. The Settlement Class shall consist of "All persons who made a purchase in  
23 California between January 1, 2020 to May 31, 2021 from Belcampo Group, Inc."

24 7. Upon preliminary review, the Court finds that the Agreement, and the  
25 Settlement it incorporates is fair, reasonable, and adequate. *See Manual for Complex*  
26 *Litigation* (Fourth) § 21.632 (2004). Accordingly, the Agreement is preliminarily  
27 approved and is sufficient to warrant sending notice to the Class.

28 8. Certification of the Settlement Class shall be solely for settlement  
purposes, without prejudice to the Parties, and with no other effect upon the Action. In

1 the event the Settlement Agreement is not finally approved by this Court, is terminated,  
2 or otherwise does not take effect, the Parties preserve all rights and defenses regarding  
3 class certification.

4 9. The Court hereby appoints Plaintiff Justine Freeman as Class  
5 Representative to represent the Settlement Class.

6 10. The Court hereby appoints Elan Zektser of Oakwood Legal Group, LLP as  
7 Class Counsel for the Settlement Class.

8 11. The Court hereby appoints CPT Group as the settlement administrator for  
9 the purpose of this settlement.

10 12. The gross settlement amount is \$86,475.00. Out of the gross amount \$2,500.00 will  
11 go to the class representative (with approval from this court), \$30,000.00 will go to administrative  
12 fees such as the cost of notice and claims administrations, with those deductions, the net settlement  
13 amount is \$53,975.00.

14 13. If the Court grants final approval, Settlement Class Members (who have  
15 not opted out) and their successors shall conclusively be deemed to have given release, as  
16 set forth in the Agreement and Notice, against the released parties, and all such  
17 Settlement Class Members and their successors shall be permanently enjoined and  
18 forever barred from asserting any released claims against the released parties.  
19 Specifically, the Settlement Class Members shall release Defendant and the Released  
20 parties of the following:

21 “Released Claims” means any and all past, present and future claims, demands,  
22 actions, and causes of action, whether at law or equity, known or unknown,  
23 direct, indirect, or consequential, liquidated or unliquidated, foreseen or  
24 unforeseen, developed or undeveloped, arising under any laws, including, but  
25 not limited to, common law, regulations or laws, statutory law, or otherwise,  
26 whether such law is federal, foreign, or under authority of any state,  
27 municipality, administrative or regulatory body, or arises under any other  
28 authority, including, but not limited to, any claims, demands, actions, or causes  
of action for unjust enrichment, negligence, misrepresentation, fraud, breach of  
warranty express or implied, violation of California Civil Code 1750 et seq.,  
violation of California Business and Profession Codes Sections 17200 et seq .  
and 1750 et seq. or any related or similar consumer protection statutes,  
restitution, disgorgement of profits, injunctive or declaratory relief, arising in  
any manner from allegations, facts, circumstances or occurrences during the  
Class Period and set forth in the Complaint. However, this definition expressly



1 excludes (i) claims for personal injury; (ii) claims not arising from allegations,  
2 facts, circumstances or occurrences during the Class Period and claims not  
3 related to the allegations, facts, circumstances or occurrences set forth in the  
4 Claim (e.g., claims not based on the facts alleged in the operative complaint);  
5 and (iii) claims to enforce the settlement.)

6 14. Direct email and Mail notice will be given to class members through a  
7 publication notice of the settlement. Additionally, pursuant to the Settlement Agreement,  
8 documents pertaining to the Settlement, preliminary approval, and final approval  
9 (including Plaintiff's motion for attorneys' fees and incentive award and any opposition  
10 or reply papers thereto), shall be posted on the Settlement Website monitored by the  
11 Settlement Administrator.

12 15. Each Settlement Class Member shall be given a full opportunity to  
13 comment on or object to the Settlement Agreement, and to participate at a Final Approval  
14 Hearing. Comments or objections must be in writing, and must include (1) the name and  
15 case number of the Action (*Freeman v. Belcampo Group, Inc.* Case No. 21STCV21508);  
16 (2) the Settlement Class Member's full legal name and mailing address; (3) the personal  
17 signature of the Settlement Class member; (4) the grounds for any objection; (5) the  
18 name and contact information of any and all attorneys representing, advising, or assisting  
19 with the comment or objection, or who may profit from pursuing any objection; and (6) a  
20 statement indicating whether the Settlement Class Member intends to appear at the Final  
21 Approval Hearing, either personally or through counsel. Written objections must be  
22 served on the Settlement Administrator as follows:

23 Freeman v. Belcampo Group, Inc.  
24 **Belcampo Settlement Administrator**  
25 c/o CPT Group, Inc.  
26 50 Corporate Park  
27 Irvine, CA 92606

28 The Settlement Administrator, Defense Counsel, and Class Counsel shall promptly furnish each  
other copies of any and all objections that might come into their possession.

Class Members may also appear at the final approval hearing to state their objections,  
whether or not they have made a written objection or given a notice to appear.

16. To be considered, written comments or objections must be submitted at

1 least 30 days before the Final Approval Hearing. A written objection is not a requirement  
2 to be heard at the Final Approval Hearing. The date of the postmark on the envelope  
3 containing the written objection shall be the exclusive means used to determine whether  
4 an objection has been timely submitted. Class Members who fail to mail timely written  
5 objections in the manner specified above shall be deemed to have waived any objections  
6 and shall be forever barred from objecting to the Settlement Agreement and the proposed  
7 settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or  
8 otherwise.

9 17. The Court will hold a final approval hearing on 10/28/2024, ~~2024~~ at 10:30  
10 a.m./~~p.m.~~, in the Superior Court of California, County of Los Angeles, located at ~~1945 S~~ 312 N.  
11 ~~Hill St.~~ Spring St. 90012, Los Angeles, CA ~~90007~~, in Courtroom D.1. The purposes of the final approval  
12 hearing will be to: (i) determine whether the proposed Settlement Agreement should be  
13 finally approved by the Court as fair, reasonable, adequate, and in the best interests of the  
14 Settlement Class; (ii) determine whether judgment should be entered pursuant to the  
15 Settlement Agreement; (iii) determine whether the Settlement Class should be finally  
16 certified; (iv) rule on Class Counsel's motion for attorneys' fees, costs and service  
17 awards; (v) consider any properly filed objections; and (vi) consider any other matters  
18 necessary in connection with the final approval of the Settlement Agreement.

19 18. Class Counsel's application for attorneys' fees, costs and expenses shall  
20 be filed and served no later than forty-five (45) days before the Final Approval Hearing.  
21 Any opposition, comment, or objection shall be filed no later than 30 days before the  
22 Final Approval Hearing. If approved by the Court, the Settlement Administrator shall pay  
23 Class Counsel the Class Counsel Award within sixty (60) calendar days of the Court's  
24 entry of Final Judgment.

25 19. The motion in support of final approval of the settlement shall be filed and  
26 served no later than thirty (30) days before the Final Approval Hearing. Any opposition  
27 or objection shall be filed no later 15 days before the final approval hearing.

28 20. The Court may, in its discretion, modify the date and/or time of the final

1 approval hearing, and may order that this hearing be held remotely or telephonically. In  
2 the event the Court changes the date, time, and/or the format of the final approval  
3 hearing, the Parties shall ensure that the updated information is posted on the Class  
4 Counsel's public website.

5 21. If the Settlement Agreement, including any amendment made in  
6 accordance therewith, is not approved by the Court or shall not become effective for any  
7 reason whatsoever, the Settlement Agreement and any actions taken or to be taken in  
8 connection therewith (including this Preliminary Approval Order and any judgment  
9 entered herein), shall be terminated and shall become null and void and of no further  
10 force and effect except for (i) any obligations to pay for any expense incurred in  
11 connection with Notice and Other Administration Costs as set forth in the Settlement  
12 Agreement, and (ii) any other obligations or provisions that are expressly designated in  
13 the Settlement Agreement to survive the termination of the Settlement Agreement.

14 22. This Preliminary Approval Order, the Settlement Agreement, the fact that  
15 a settlement was reached and filed, and all negotiations, statements, agreements, and  
16 proceedings relating to the Settlement, and any matters arising in connection with  
17 settlement negotiations, proceedings, or agreements shall not constitute, be described as,  
18 construed as, used as, offered or received against Belcampo Group, Inc. as evidence or an  
19 admission or concession of: (a) the truth of any fact alleged by Plaintiff in the Action; (b)  
20 any liability, negligence, fault, or wrongdoing of Belcampo, Inc. or breach of any duty on  
21 the part of Belcampo, Inc.; or (c) that this Action or any other action may be properly  
22 certified as a class action for litigation, non-settlement purposes. This order is not a  
23 finding of the validity or invalidity of any of the claims asserted or defenses raised in the  
24 Action.

25 23. The Court shall retain jurisdiction over any claim relating to the  
26 Settlement Agreement (including all claims for enforcement of the Settlement Agreement  
27 and/or all claims arising out of a breach of the Settlement Agreement) as well as any  
28 future claims by any Settlement Class Member relating in any way to the Released

1 Claims.

2           24.     The Court may, for good cause, extend any of the deadlines set forth in  
3 this Preliminary Approval Order without further notice to Settlement Class Members.  
4 Without further order of the Court, the Parties may agree to make non-material  
5 modifications in implementing the Settlement that are not inconsistent with this  
6 Preliminary Approval Order.

7

8 IT IS SO ORDERED

9

10 DATED: 06/14/2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over a horizontal line.

11

Stuart M. Rice / Judge

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# EXHIBIT E

## **Legal Notice of Class Action Settlement**

A settlement has been reached in a class action lawsuit alleging that between January 1, 2020 and May 31, 2021 (“Class Period”) Belcampo Group, Inc. (“Belcampo” or “Defendant”), falsely and deceptively labeled and advertised selling high quality organic meat that was “100% Certified Organic,” “100% grass-fed,” “USDA Certified,” and/or “processed in Northern California at Defendant’s organic ranch, which led consumers into believing the products were high quality. The Court has not decided who is right.

**Am I a Settlement Class Member?** You may be a Settlement Class Member if you made a purchase at Belcampo between January 1, 2020 and May 31, 2021.

### **What Are the Settlement Terms?**

As part of the settlement agreement, Defendant shall pay a non-reversionary common fund (“Settlement Amount”) of \$86,475 which shall be used to fund payments to Settlement Class Members, any Class Counsel Fees awarded by the Court, any Class Representative Service Award to Plaintiff awarded by the Court, as well as a total of \$40,994.85 for administrative costs of which \$30,000.00 will be paid to the settlement administrator, CPT Group, Inc., and \$10,994.85 (with approval from this court) to Class Counsel for litigation costs that have been incurred as a result of this lawsuit.

Please visit [www.<<insertURL>>.com](http://www.<<insertURL>>.com) (“Settlement Website”) to learn more.

**How Do I Get a Settlement Payment?** You must complete and submit a Claim Form to receive a share of the Settlement Amount. You may be entitled to receive a cash payment up to a maximum of \$10.00 per household with proof of purchase or up to a maximum \$3.00 per household without proof of purchase if you made a purchase at Belcampo during the Class Period. This cash payment may be subject to pro rata adjustment depending on the number of valid claims that are filed. You may submit a Claim Form either electronically on the Settlement Website, or by printing and mailing in a paper Claim Form, copies of which are available for download on the Settlement Website. Claim Forms must be submitted online by 11:59 p.m. Pacific Time on <<Deadline>> or postmarked and mailed by <<Deadline>>.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than <<Deadline>>. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or to object to the proposed settlement. Your written objection must be filed with the Court and mailed to the settlement administrator no later than <<Deadline>>. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at the Settlement Website. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. You will lose the right to sue Defendant regarding any issues relating to this lawsuit. A written objection may be sent but is not a requirement to appearing at the final fairness approval hearing.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at 10:30 a.m. On **October 28, 2024** before Judge Stuart M Rice in Department 1 at the Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012. At that hearing, the Court will hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorney’s fees and costs; and decide whether to award the Class Representatives an amount for their services in helping to bring and settle this case.

Publication Notice

**How Do I Get More Information?** For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to the Settlement Website [www.<<insertURL>>.com](http://www.<<insertURL>>.com) or call the settlement administrator at 1-888-XXX-XXXX

# EXHIBIT F



**Request for Exclusion Form**

**Freeman v. Belcampo Group, Inc**  
Los Angeles County Superior Court  
Case No. 21STCV21508

THIS FORM IS FOR USE **ONLY** IF YOU DO **NOT** WANT TO RECEIVE A SETTLEMENT PAYMENT FROM THIS CLASS ACTION AND RETAIN YOUR RIGHTS TO SUE DEFENDANT ON YOUR OWN.

Please read the full notice of this settlement (available at **www.<<insertURL>>.com**) carefully before filling out this Form.

If you do **not** want to receive a payment from this Settlement, fill in, date, and sign this Exclusion Form and return it to the Settlement Administrator by mail, or email, as follows:

**Belcampo Settlement Administrator**  
**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**  
**TBD@cptgroup.com**

If you want to exclude yourself from the Settlement, this document must be postmarked (if sent to the Settlement Administrator by U.S. Mail) or delivered (if sent to the Settlement Administrator by e-mail) no later than **<<deadline>>**.

**I HEREBY AFFIRM THAT IT IS MY DECISION TO NOT PARTICIPATE IN THE SETTLEMENT REFERRED TO IN THE NOTICE OF CLASS ACTION SETTLEMENT, AND IT IS MY DECISION TO EXCLUDE MYSELF FROM THE CLASS.**

Your Information:

Name (print): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date of Purchase (approx): \_\_\_\_\_

**I understand that by submitting this Exclusion Form, I will not receive any payment or other benefit from the Settlement.**

Dated: \_\_\_\_\_

Signature \_\_\_\_\_