

SECOND AMENDED SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Second Amended Settlement Agreement and Release of Claims (hereinafter “Settlement Agreement”) is made and entered by and between Great American Chicken Corp, Inc. (“GACC” or “Defendant”) on the one hand and Carina Camberos (“Plaintiff”), on behalf of herself and the Settlement Class, on the other hand. Defendant and Plaintiff are referred to herein collectively as the “Parties” and each of the Parties is, from time to time, referred to herein as a “Party.”

RECITALS

This Settlement Agreement is made with respect to the following facts. WHEREAS:

A. On or about September 11, 2020, Plaintiff submitted a demand for settlement to GACC and a Private Attorneys General Act (“PAGA”) Notice (“PAGA Notice”) to the Labor & Workforce Development Agency (“LWDA”) and to GACC (Case No.: LWDA-CM-805895-20) alleging GACC committed various legal violations, including but not limited to violations of the California Labor Code, California Wage Orders, and California Unfair Competition Law against Plaintiff and other current and former non-exempt California employees;

B. On March 9, 2021, the Parties mediated the Action before Judge Richard A. Stone (Ret.).

C. On March 12, 2021, subject to a mediator’s proposal, the Parties reached an agreement, which would resolve the claims within the release discussed herein on a class-wide and representative basis, subject to the Parties entering into a more comprehensive written settlement agreement;

D. On August 30, 2021, and pursuant to the terms of the Parties’ initial settlement agreement, Plaintiff filed an amended pleading that included claims under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) (herein the (“Class/PAGA Complaint”));

E. On August 24, 2022, the Court conducted a preliminary approval hearing and requested certain adjustment be made to the settlement agreement previously reached between the Parties in order to gain the Court’s preliminary approval of it, and then reset the preliminary approval hearing for October 7, 2022;

F. On October 7, 2022, the Court conducted a preliminary approval hearing, granted preliminary approval subject to the Parties submitting an updated settlement agreement no later than October 14, 2022, and set the final approval hearing for February 28, 2023;

G. This Settlement Agreement addresses the Court’s concerns expressed at the October 7, 2022 hearing;

H. Defendant denies liability of Plaintiff’s claims and contentions, and denies that Defendant or any of its agents engaged in any unlawful or improper conduct with respect to Plaintiff or any aggrieved or putative class member, including on a representative or class-wide basis;

NOW, THEREFORE, the Parties desire to settle, compromise, and avoid any further litigation relating to the events or facts giving rise, or related to, the contentions described in any of the demand(s), PAGA Notice and/or forthcoming pleading(s) in this action, and have agreed to settle the Action by agreement, subject to approval by the Court upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

- A. “Aggrieved Employees” means any and all non-exempt California employees of Defendant who worked for Defendant during the Class Period.
- B. “Class Counsel” means:

Harout Messrelian
MESSRELIAN LAW
500 N. Central Ave., Suite 840
Glendale, CA 91203
Telephone: (818) 484-6531

Haig B. Kazanjian
HAIG B. KAZANJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 970
Glendale, CA 91208
Telephone: (818) 696-2306
- C. “Class Counsel Attorneys’ Fees” means the amount to be paid to Class Counsel for attorneys’ fees, in an amount not to exceed one-third of the Settlement Proceeds (\$35,333.33), pursuant to Section III of this Settlement Agreement subject to the Court’s approval.
- D. “Class Information” means information regarding Settlement Class Members that Defendant shall in good faith compile from its records and shall transmit in electronic form to the Settlement Administrator and shall include each Settlement Class Members’ full name; last known address; Social Security or other identifying number; and Pay Periods.
- E. “Class/PAGA Complaint” means the amended pleading filed in this action on August 30, 2021;
- F. “Class Period” means January 1, 2020 through October 7, 2022.
- G. “Counsel for Defendant” means:

Mark D. Kemple
Ashley Farrell Pickett
GREENBERG TRAURIG, LLP

1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Telephone: (310) 586-7700

- H. “Court” means the Superior Court of the State of California, County of Los Angeles.
- I. “Effective Date” means the later of: (1) sixty-one (61) calendar days after service of the Final Approval Order and Judgment if no notice is filed within that time seeking appeal of the Final Approval Order or Judgment; or (2) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been finally terminated in such a manner as to permit the Final Approval Order and Judgment to take effect in the form described herein.
- J. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including, but not limited to FICU and FUTA, on the portion of the Settlement Payments that constitutes wages, to the extent required by law. Employer’s Share of Payroll Taxes will be paid separately from the Settlement Proceeds.
- K. “Final Fairness and Approval Hearing” is the final hearing at which the Court will consider whether this Settlement Agreement is fair, adequate and reasonable.
- L. “Final Approval Order” means the order granting final approval of this Settlement Agreement, substantially in the form of Exhibit B hereto.
- M. “Incentive Award” means the amount to be paid to Plaintiff as an incentive award pursuant to Section III of this Settlement Agreement subject to the Court’s approval, and which shall not exceed \$1,000.
- N. “Judgment” means the final judgment to be entered by the Court upon granting final approval of the Settlement as binding upon the Parties and Settlement Class Members, substantially in the form of Exhibit C hereto.
- O. “Litigation Costs” means the amount to be paid to Class Counsel for litigation costs pursuant to Section III of this Settlement Agreement subject to the Court’s approval.
- P. “LWDA” means the California Labor and Workforce Development Agency.
- Q. “Net Settlement Amount” means the Settlement Proceeds less Court approved deductions for Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, Settlement Administration Costs, and the PAGA Payment.
- R. “Notice” means a document substantially in the form of the Notice attached as Exhibit 1 to the Proposed Order which is attached hereto as Exhibit A which has been agreed to by the Parties, subject to Court’s approval, and which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, their respective Pay Periods, their estimated share of the Net

Settlement Amount, and the opt-out and objection procedures. The Notice shall be mailed in both English and Spanish.

- S. “Notice of Objection” means a Settlement Class Member’s timely and valid written objection to the Settlement as set forth in Section III(G)(2) below.
- T. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
- U. “PAGA Payment” means the sum of \$5,000.00 allocated from the Settlement Proceeds as payment for Plaintiff’s claims under PAGA. Seventy-five percent of the PAGA Payment (\$3,750.00) will be paid to the LWDA (“PAGA LWDA Payment”) and the remaining twenty-five percent (\$1,250.00) to be paid to the Aggrieved Employees (“PAGA Aggrieved Employee Payment”).
- V. “PAGA-Released Claims” means any and all PAGA claims alleged in any pleading in the Action or that could have been alleged based upon the facts and circumstances alleged in the Class/PAGA Complaint.
- W. “Participating Class Members” means those Settlement Class Members who have not timely opted-out pursuant to Section III.
- X. “Parties” means Plaintiff and Defendant.
- Y. “Pay Period” means each pay period in which a Settlement Class Member received a wage statement for work performed for Defendant between January 1, 2020 and the October 7, 2022.
- Z. “Released Claims” means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or hidden, which arose at any time during the Class Period based on the facts or claims asserted by Plaintiff in any pleading in the Action on her own behalf or on behalf of a putative class member or similarly situated employee, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), or for PAGA penalties based on an assertion that Released Parties (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; and (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14.

- AA. “Released Parties” means Defendant together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action.
- BB. “Request for Exclusion” means a timely and valid written request by a Settlement Class Member to opt out of, or exclude oneself from the Class portions of the Settlement as set forth in Section III(G)(1) below. A Request for Exclusion will not allow a Settlement Class Member or one of the Aggrieved Employees to opt out of, or exclude oneself from, settlement of claims under the PAGA.
- CC. “Response Deadline” means January 13, 2023, the last date on which Settlement Class Members may submit a Notice of Objection or Request for Exclusion as set forth in Section III(G).
- DD. “Settlement Administration Costs” means all fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement including, but not limited to (i) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of translating into Spanish, printing and mailing all Notices and other documents to the Settlement Class) required to be prepared in the course of administering the Settlement Proceeds; (ii) processing Notices of Objection and Requests for Exclusion; (iii) computing the amount of and distributing the Settlement Payments, Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, PAGA Payment to the LWDA, and any other payments to be made out of the Settlement; and (iv) preparing and filing all tax returns and information returns and any other filings required by any governmental taxing authority or agency arising out of this settlement, and which shall not exceed \$13,600.00.
- EE. “Settlement Administrator” means Simpluris, which shall be the settlement administration firm mutually selected by the Parties and approved by the Court, which the Parties have agreed will be responsible for administration of the settlement pursuant to the terms set forth in this Settlement Agreement.
- FF. “Settlement Agreement” means this settlement agreement, including the attached Exhibits.
- GG. “Settlement Checks” means the checks that will be issued to each Participating Class Member pursuant to the procedure set forth in Section II, each of which will include the following language: “By cashing this check I am releasing all claims described in the Notice of Class Action Settlement for Case No. 21STCV32015, including any under the FLSA related to or arising out of the facts asserted therein.”
- HH. “PAGA Check” means the checks that will be issued to each Aggrieved Employee pursuant to the procedure set forth in Section III.

- II. “Settlement Class” means any and all non-exempt California employees of Defendant who worked between January 1, 2020 and October 7, 2022.
- JJ. “Settlement Class Member” means an individual member of the Settlement Class.
- KK. “Settlement Payment” means the amount to be paid to each Participating Class Member.
- LL. “Settlement Proceeds” means \$106,000.00 and represents the total and maximum amount that Defendant will be required to pay pursuant to this Settlement Agreement, which shall be inclusive of all Settlement Payments to Participating Class Members, Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, Administration Costs, and PAGA Payment. The Settlement Proceeds do not include Employer’s Share of Payroll Taxes, which shall be paid separately.

II. FILING OF CLASS/PAGA COMPLAINT

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III. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES.

A. Settlement Proceeds.

1. Defendant will pay a gross amount of \$106,000.00 in settlement of the Action. The Settlement Proceeds consist of the following estimated payments: (i) up to \$13,600.00 for Settlement Administration Costs; (ii) up to \$1,000 for Incentive Award to Plaintiff as approved by the Court; (iii) up to \$35,333.33 for Class Counsel Attorneys’ Fees as approved by the Court; (iv) up to \$7,000.00 for Litigation Costs as approved by the Court; (v) the PAGA LWDA Payment; (vi) the PAGA Aggrieved Employee Payment; and (vii) Settlement Payments to Participating Class Members. In no event will any funds from the Settlement Proceeds revert to Defendant.

B. Retention of Settlement Administrator and Provision of Class Information.

1. Not later than October 14, 2022, the parties will retain the Settlement Administrator to: (1) perform a National Change of Address (“NCOA”) search of the Class List prior to the initial mailing; (2) translate the Notice into Spanish; (3) distribute the Notice to all Settlement Class Members in both English and Spanish; (4) receive, analyze for validity, and forward to the Court, Class Counsel and Counsel for Defendant requests to “opt-out” of the Settlement or “object” to the Settlement; (5) distribute Notices of Preliminary Approval of Class Action Settlement and Claim Forms; (6) identify persons who validly and timely opt-out; (7) be available to Settlement Class Members, Counsel for Defendant and Class Counsel to answer inquiries; (8) determine the Settlement Payment to each Participating Class Member; (9) prepare a final list of Participating Class Members and Settlement Payments; (10) distribute Settlement Payments to

Participating Class Members and Aggrieved Employees upon final approval; (11) transfer the value of any unclaimed funds to the agreed upon cy pres designee pursuant to California Code of Civil Procedure section 384; and (12) perform other, customary duties of a Settlement Administrator in a settled class action. The Court-appointed Settlement Administrator will be experienced and qualified in the administration of class action monetary settlement distribution. The Settlement Administrator will establish an address and telephone number to receive Settlement Class Members' inquiries about the Notice and settlement procedures. All Settlement Administration Costs will be included within the maximum \$13,600.00 for Settlement Administration Costs.

2. Defendant will provide the Class Information to the Settlement Administrator and Class Counsel no later than October 28, 2022.

C. Settlement Formula and Distribution / Participating Class Members.

1. The Net Settlement Amount shall be allocated among Participating Class Members on a pro rata basis and shall be calculated and distributed as follows.
2. First, Defendant will use its payroll records to calculate the total number of Pay Periods worked by each Participating Class Member during the Class Period.
3. Second, the total of these Pay Periods for each Participating Class Member will then be divided by the total of these Pay Periods by all Participating Class Members to create a "Final Percentage" for each Participating Class Member.
4. Third, that Final Percentage for each Participating Class Member will then be multiplied by the Net Settlement Amount to determine the Participating Class Member's pro rata recovery under this Settlement.

D. Settlement Formula and Distribution / LWDA and Aggrieved Employees.

1. For purposes of this Settlement, the Parties recognize and agree that \$3,750.00 represents the amount to be paid to the LWDA in settlement of all claims made in the Action pursuant to PAGA.
2. Each Aggrieved Employee shall receive as his/her portion of the PAGA Aggrieved Employee Payment in an amount equal to his/her Final Percentage (as defined above) multiplied by the PAGA Aggrieved Employee Payment.

E. Request for Preliminary Approval and Certification.

1. Upon execution of this Settlement Agreement by all Parties, the Parties will submit a copy of the fully executed Settlement Agreement to the Court..

2. Upon execution by all parties of this Settlement Agreement Class Counsel will submit this Settlement Agreement to the LWDA and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq.*
3. The Parties and their counsel agree that if this Settlement Agreement is not finally approved by the Court or Defendant elects to withdraw from the Settlement Agreement under any of the terms in Section III(I)(1)-(3), provisional certification of any Settlement Class will be vacated without prejudice to the Parties' respective positions on the issues of class certification, and that this agreement cannot and will not be used or submitted as evidence that class certification on the merits of these claims is or would be appropriate. In such event, Defendant will have the right to object to class certification of the Action on all available bases as if the Settlement Agreement had never been negotiated or executed.
4. The Parties and their counsel further recognize that Settlement Class Members' release of claims arising under the Fair Labor Standards Act ("FLSA") and under the PAGA are material terms of this Settlement Agreement. Should the Court refuse to acknowledge during preliminary approval or final approval of the Settlement Agreement that Settlement Class Members who do not opt-out of the class settlement will be deemed to have released FLSA claims as well as state law claims including those under the PAGA, Defendant alone shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. Defendant may exercise its option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to Class Counsel and the Court no later than (10) business days after the preliminary approval or final approval hearing date. Should Defendant elect to withdraw from the Settlement Agreement as provided in this paragraph, all costs incurred by the Settlement Administrator as of that date shall be paid by Defendant.

F. Settlement Administrator's Mailing of Notice.

1. No later than November 14, 2022, and using the Class Information provided to it by Defendant, having updated that list through the National Change of Address Database and along with any updated information provided by Defendant and/or Class Counsel concerning Settlement Class Members' addresses, the Settlement Administrator will send by first-class United States mail to the last known address for each member of the Settlement Class a Notice in the form of the "Notice of Class Action Settlement" attached as Exhibit 1 to the Proposed Order attached as Exhibit A hereto.
2. Within three (3) business days of receipt of the Class Information from Defendant, the Settlement Administrator shall notify counsel for the Parties

that the list has been received and state the number of Settlement Class Members and number of Pay Periods.

3. The individualized estimated Settlement Payment amount set forth in the Notice sent to each Settlement Class Member shall be calculated by the methods set forth in Section III(C), above.
4. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to locate the Settlement Class Members through reasonable and customary efforts used in the administration of such settlements, including checking the National Change of Address database and performing a skip trace. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended to February 2, 2023, twenty (20) days from the original Response Deadline.
5. Costs of printing and mailing the Notice, including the cost of re-mailing such notices and forms returned as undeliverable that include a forwarding address, will be included within the Settlement Administration Costs.
6. Compliance with the procedures described in this Section III shall constitute due and sufficient notice to Settlement Class Members of this Settlement, and the Final Fairness and Approval Hearing shall satisfy the requirements of due process, and nothing else shall be required of Plaintiff, Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing in the Action.

G. Settlement Class Members' Response to Settlement Proceed Calculations.

The Notice shall explain that any Settlement Class Member who disputes the information shown on his or her Notice regarding the Pay Periods he or she worked during the Settlement Class Period may submit a written dispute to the Settlement Administrator no later than January 13, 2023. Any such Settlement Class Member must submit any documentation relating to his or her dispute along with the written dispute. The Settlement Administrator shall notify Counsel for Defendant and Class Counsel of any such dispute no later than five (5) calendar days after receiving notice of the dispute. The Settlement Administrator may confer with Counsel for Defendant and Class Counsel in an attempt to resolve any issues raised by Settlement Class Members relating to Settlement Payment amounts, and may request that Defendant review any materials submitted by the Settlement Class Member, as well as GACC's personnel or payroll records regarding a Settlement Class Member's Settlement Payment. Defendant and Class Counsel may review and

evaluate any such materials and, after review and evaluation of such materials, will have until no later than February 14, 2023 to determine whether to modify, adjust or correct its personnel and payroll records. However, GACC's personnel and payroll records and shall be presumptively correct and shall control in resolving any issue or dispute.

H. Exclusion and Objection Procedures.

1. Requests for Exclusion.

- a. The Notice shall explain that Settlement Class Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion to the Class portion of this Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendant and the Court, the date of the postmark on the envelope on the Request for Exclusion shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely requested exclusion from the Settlement. Any Settlement Class Member who timely and properly requests to be excluded from the Class portion of this Settlement shall not be entitled to Settlement Payment (distinct from a PAGA Check) under the Settlement and shall not be bound by the terms of the Class portion of this Settlement and shall not have any right to object to the Settlement or appeal from the entry of the Judgment. Settlement Class Members who do not submit a valid and timely Request for Exclusion as set forth above shall be bound by all terms of the Settlement and the Judgment entered in this Action if the Settlement is finally approved by the Court.
- b. Notwithstanding the provisions of subsection 1.a. immediately above., a Request for Exclusion will not allow a Settlement Class Member or one of the Aggrieved Employees to opt out of, or exclude oneself from, settlement of claims under the PAGA.
- c. Plaintiff as class representative will receive the right to seek an Incentive Award, and, by signing this agreement, is deemed to be a Participating Class Member and waive any ability to opt out of the Settlement. The Parties and their counsel recognize that Plaintiff's waiver of any right to opt out of the Settlement is a material term of this Settlement Agreement.

2. Objections to Settlement.

- a. The Notice shall explain that any Participating Class Member who wishes to object to the Settlement may do so in writing or in

person at the Final Fairness and Approval Hearing. Any written objections must be mailed to the Settlement Administrator and post-marked on or before the Response Deadline. All written objections must (1) state the basis therefore; (2) contain the name, address, and telephone number of the person objecting; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendant and the Court, the date of the postmark on the envelope containing the written objection shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely filed a written objection to the Settlement.

- b. Class Counsel and Counsel for Defendant will file any responses to any written Notices of Objection no later than February 14, 2023.

I. Settlement Administrator's Record Keeping and Reporting Obligations Prior To Final Approval.

1. As soon as practicable following the Response Deadline, and in all events no later than January 25, 2023, the Settlement Administrator will provide Class Counsel and Counsel for Defendant with a declaration attesting to completion of the notice process set forth in this Section III, including an explanation of efforts to re-send undeliverable notices returned with forwarding addresses, which declaration will be filed with the Court via the Motion for Final Approval of Class Action Settlement.
2. The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also retain the postmark date, on the original of any Request for Exclusion it receives. Each week from the time notice is mailed until the Response Deadline, the Settlement Administrator will (a) provide a report to Class Counsel and Counsel for Defendant concerning receipt of (i) Requests for Exclusion, (ii) Notices of Objection; (iii) disputes; and (iv) returned mail, and (b) provide copies of the Requests for Exclusion and/or Notice(s) of Objection it has received to Class Counsel and Counsel for Defendant by both email and overnight delivery.
3. No later than January 30, 2023, the Settlement Administrator shall (a) notify both Class Counsel and Counsel for Defendant regarding the total number of Requests for Exclusion; (b) send a final list of all Requests for Exclusion to Class Counsel and Counsel for Defendant by email; and (c) serve copies of all Requests for Exclusion and the envelopes accompanying the Requests for Exclusion by mail on Class Counsel and Counsel for Defendant.

J. Election to Withdraw from the Settlement.

1. If more than ten percent (10%) of the individuals within the definition of the Settlement Class collectively validly and timely request exclusion from the Action and/or Settlement, Defendant shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. If Defendant elects to exercise its rights under this provision, it will so notify Class Counsel and the Court no later than three (3) business days after receiving written notice via e-mail from the Settlement Administrator pursuant to Section III(H)(3) above of the number of opt-outs. If Defendant elects to withdraw from the Settlement pursuant to this paragraph, it shall be responsible for all costs incurred by the Settlement Administrator as of that date.
2. The Parties and their counsel recognize that settlement of each of the Released Claims are each material terms of this Settlement Agreement.

K. Final Fairness and Approval Hearing.

1. Plaintiff and Defendant will jointly move the Court to grant final approval of the Settlement Agreement at the Final Fairness and Approval Hearing, requesting that the Court (i) give this Settlement Agreement final approval; (ii) grant Class Counsel's application for Class Counsel Attorneys' Fees and Litigation Costs, (iii) grant Plaintiff's application for an Incentive Award in an amount not to exceed \$1,000; (iv) approve the propriety of the PAGA Payment; and (v) approve the amount of the Net Settlement Amount.
2. At the Final Fairness and Approval Hearing, Plaintiff and Defendant will ask the Court to give final approval to this Settlement Agreement. Defendant agrees not to oppose Class Counsel's application for Attorneys' Fees up to \$35,333.33 and Litigation Costs up to \$7,000.00, Plaintiff's request for an Incentive Award up to \$1,000. However, Defendant takes no position regarding the reasonableness of these amounts. Any reduction by the Court of the amounts sought by Class Counsel for Attorneys' Fees and Litigation Costs, or by Plaintiff for an Incentive Award, shall in no way alter the obligations of the Parties or Class Counsel under this Settlement Agreement or its validity. Any amounts not awarded by the Court for attorneys' fees, litigation costs, or a class representative enhancement shall remain in the Net Settlement Amount, and therefore be paid to Participating Class Members.
3. If the request for final approval is granted, the Parties shall request that the Court enter a Final Approval Order and enter Judgment. Class Counsel shall furnish the Settlement Administrator with a copy of the Final Approval Order and Judgment and serve notice of entry of Judgment within five (5) business days of receiving it. Class Counsel shall further submit the

Judgment to the LWDA within five (5) business days of its entry, and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq.*

L. Post-Final Approval Reporting Obligations and Payment Procedures.

1. Prior to the payment of any portion of the Settlement Proceeds relating to the Action, the following conditions must be satisfied: final Court approval of the Settlement Agreement, entry of the Final Approval Order and Judgment, and reaching the Effective Date.
2. As soon as practicable after the court enters the Final Approval Order and Judgment, and in any event no later than five (5) business days thereafter, the Settlement Administrator will provide Class Counsel and Counsel for Defendant with a final report listing (a) the names of all Participating Class Members; (b) the Settlement Payment for each Participating Class Member; (c) the total of all Settlement Payments to be distributed to the Participating Class Members (before deducting any additional amount required by law to be paid by the employer to any federal, state or local tax authority); and (d) the amount attributable to employer federal, state or local tax obligations.
3. The Settlement Payments to Participating Class Members described in Section III(C), above, are deemed for tax purposes to be comprised of 10% wages and 90% non-wage penalties, interest, and damages. The component of each such payment deemed wages for tax purposes (a) shall be subject to required withholdings and deductions so that the net amount payable will be less than the gross amount; and (b) shall be reported in the year of payment as wage income to each Participating Class Member on an IRS Form W-2 or analogous form. Concerning the non-wage component of any such payment, any such Settlement Payment shall be reported in the year of payment on an IRS Form 1099 or analogous form if so deemed necessary by the Settlement Administrator.
4. In the event that a Settlement Class Member timely and properly submits a Request for Exclusion, he/she still shall recover under this Settlement as an Aggrieved Employee. In such case, 100% of that person's payment under the Settlement (all of which would be a PAGA Check) will be treated as non-wage penalties and shall be reported in the year of payment on an IRS Form 1099 or analogous form.
5. Other than the withholding and reporting requirements specifically set forth above, Participating Class Members and Aggrieved Employees shall be solely responsible for correctly characterizing, reporting and paying any federal, state and/or local income or other tax and other withholdings, if any, on any Settlement Payment made pursuant to this Settlement Agreement. The Parties agree they have not made any representations as to the taxability of any portion of the Settlement Payments, Litigation Costs, Attorneys' Fees, Incentive Award, and that this Settlement Agreement provides

Settlement Class Members with a reasonable and adequate opportunity to seek tax advice prior to responding to the Notice. In the event of an audit of Defendant or the Settlement Administrator with respect to this Settlement by any state or federal government agency, or if any tax authority should dispute the characterization of any of the Settlement Payments, Defendant reserves all rights to indemnification permitted by law.

6. Other than as set forth above, Defendant will not, unless otherwise required by law, make any deductions, withholdings or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions, from Settlement Payments to Participating Class Members. Settlement Payments made to Participating Class Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided at any time by Defendant, nor will such payments be construed as compensation for purposes of determining eligibility for any health or welfare benefits or unemployment compensation.
7. As soon as practicable after the Effective Date, and in any event no later than five (5) business days after the Effective Date and receipt of the final report, GACC will (a) provide to the Settlement Administrator a list reflecting withholding information based on each Participating Class Member's most recent IRS Form W-4 on file with GACC, or if no such IRS Form W-4 is available, then as if the Participating Class Member were a single tax payer with no dependents and (b) wire to the Settlement Administrator the Settlement Proceeds of \$106,000.00.
8. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than fifteen (15) business days after receipt, the Settlement Administrator shall disburse the Settlement Payments and PAGA Checks as contemplated in Section III to each Participating Class Member and Aggrieved Employee by first class U.S. mail.
9. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Class Counsel the amount allocated by the Court toward Class Counsel Attorneys' Fees and Litigation Costs. The Settlement Administrator will wire such funds to Class Counsel pursuant to written instructions from Class Counsel. This payment will be reported on an IRS Form 1099 using Class Counsel's taxpayer number, and the form will be provided to Class Counsel and the pertinent taxing authorities as required by law.

10. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Plaintiff amounts allocated by the Court towards an Incentive Award in an amount not to exceed \$1,000. The Incentive Award is for services as a class representative and taking the risk of paying the costs of Defendant in the event of an unsuccessful outcome as well as Plaintiff's assistance to Class Counsel in prosecuting this Action on behalf of absent class members. The Incentive Award will be treated for purposes of tax reporting as non-wage income.
11. Distribution of PAGA Penalties to the LWDA. The Settlement Administrator shall disburse the LWDA's 75% share of PAGA Penalties (\$3,750.00) to the LWDA no later than fifteen (15) business days after the Effective Date, as its share of the PAGA penalty payment made herein, and shall resolve all PAGA claims released in this settlement.
12. No person shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, any agent designated by Class Counsel, Defendant, or Counsel for Defendant based upon the distributions made substantially in accordance with this Settlement Agreement, the allocation of the Settlement Proceeds among Settlement Class Members hereunder, and/or further orders of the Court.

M. No Additional Settlement Amounts.

1. The payment of monies pursuant to this Settlement Agreement constitutes a fair, reasonable, and adequate settlement of all Released Claims.
2. Defendant's monetary obligation under this Settlement Agreement is limited to the amounts specified herein. Except as otherwise specified herein, Defendant shall not be required to contribute additional amounts to the Settlement Proceeds under any circumstances.
3. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of each Settlement Check and PAGA Check to cash or deposit the check. For any check not cashed after one hundred eighty (180) calendar days, the Settlement Administrator will transfer the amount of uncashed funds represented by the check to Bet Tzedek Legal Services. The Parties agree that this organization qualifies, within the meaning of Code of Civil Procedure § 384, as a nonprofit organization that supports projects that will benefit the class or similarly situated persons and that promotes the law consistent with the objectives and purposes of the underlying causes of action in this Action, and that provides civil legal services to the indigent.

No later than five (5) days before the compliance hearing set by the Court, Plaintiff shall file a report specifying the total amount actually paid to class members, and the balance of unclaimed funds that will be paid to Bet Tzedek Legal Services, along with a proposed amended judgment stating these amounts, to comply with Code of Civil Procedure § 384 and so that the Court may complete the reporting requirements under Code of Civil Procedure § 384.5.

4. No further relief in the form of an injunction or relief other than as provided herein is agreed to.

N. Other Remedial Consideration.

In the event that this Settlement Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, Defendant shall have no obligation to pay any of the \$106,000.00 Settlement Proceeds allocated toward settlement of the Action, including Class Counsel Attorneys' Fees, except that the Parties may, consistent with Sections III(I)(1) and III(I)(2), be obligated to pay sums reasonably incurred by the Settlement Administrator as of the date the cancellation, rescission, termination, voidance or nullification.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission.

Neither the acceptance nor the performance by Defendant of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the truth of any allegations in the Action, the claimed representative nature of the Action or the suitability for class treatment, the validity of any claims that were or could have been asserted by Plaintiff, by any Settlement Class Member (including any individual who requested to be excluded from the Settlement Class), or of any liability of Defendant in the Action.

B. Non-Evidentiary Use.

Neither this Settlement Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Settlement Class Member (including any individual who requested to be excluded from the Settlement), Defendant, or their respective counsel, in the Action, or in any other action or proceeding; provided, however, that nothing contained in this Section III shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

C. No Collateral Attack.

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that a Settlement Class Member's Settlement Payment was improperly calculated or adjusted, or that any member of the Settlement Class failed to validly and timely submit a request for exclusion for any reason.

D. Nullification in Parts.

1. If either (a) the Court should for any reason fail to approve this Settlement substantially in the form agreed to by the Parties; or (b) the Final Approval Order and Judgment is reversed, modified or declared or rendered void, then (i) this Settlement Agreement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect, (iii) all Parties and Counsel to this settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and (iv) neither the Settlement Class nor Class Counsel shall receive any benefit, nor suffer any detriment from this Settlement.
2. Invalidation of any portion of this Settlement Agreement shall invalidate this Settlement Agreement with respect to the Action, unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASES AND WAIVERS

A. Participating Class Members' Release.

As of the date of mailing of the Settlement Payments by the claims administrator (pursuant to section III. L. 8. above), each Participating Class Member, as well as any successors, assigns, heirs, executors, trustees, and administrators claiming through them, shall be deemed to have released all Released Parties of all Released Claims (as defined herein), as if they had manually signed this Settlement Agreement.

B. Aggrieved Employees' Release.

As of the date of mailing of the PAGA Checks by the claims administrator (pursuant to section III. L. 8. above), each Aggrieved Employee, as well as any successors, assigns, heirs, executors, trustees, and administrators claiming through them, shall be deemed to have released all Released Parties from PAGA-Released Claims.

C. Waiver of California Labor Code Section 206.5.

THE PARTIES AGREE THAT ALL OF THE CLAIMS IN THE ACTION ARE DISPUTED, AND THAT THE PAYMENTS SET FORTH HEREIN CONSTITUTE PAYMENT IN FULL OF ANY AND ALL AMOUNTS ALLEGEDLY DUE TO THEM CONCERNING THE CLAIMS RELEASED HEREIN. TO THE EXTENT PLAINTIFF AND/OR ANY PARTICIPATING CLASS MEMBER HAS CLAIMED OR COULD CLAIM THAT DEFENDANT OWE HIM/HER ANY ADDITIONAL COMPENSATION OF ANY KIND IN RELATION TO THE CLAIMS RELEASED HEREIN, PLAINTIFF AND EACH AND EVERY PARTICIPATING CLASS MEMBER ACKNOWLEDGE AND AGREE THAT THERE IS A BONA FIDE DISPUTE OF WHETHER ANY SUCH PAYMENTS ARE ACTUALLY OWING AND, THEREFORE, IN EXCHANGE FOR THE SETTLEMENT PAYMENTS SET FORTH HEREIN, HEREBY SETTLE AND RELEASE ANY SUCH CLAIMS.

VI. MISCELLANEOUS PROVISIONS.

A. Amendments.

1. The terms and provisions of this Settlement Agreement may be amended only by a written agreement which is signed by Class Counsel on behalf of Plaintiff and Counsel for Defendant on behalf of Defendant, provided, however, that after the Court has given preliminary approval to this Settlement, modification of this Settlement would also require the Court's approval.
2. The Parties agree that time is of the essence, including but not limited to all deadlines with respect to the settlement administration, the payment of Settlement Payments, and the payment of Class Counsel Attorneys' Fees and Litigation Costs. Nevertheless, the Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Court, except as to Court dates which must be approved by the Court. Any such extensions shall be in writing and signed by counsel for the Parties.

B. No Inducements.

Plaintiff acknowledges that entering into this Settlement Agreement is a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that he has not relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement.

C. Representations and Warranty.

Any Class Counsel Attorneys' Fees and Litigation Costs awarded by the Court will be paid to Messrelian Law, and said firm represents and warrants that it is authorized by Plaintiff to enter into this Settlement Agreement and to receive this payment, and releases Defendant and Counsel for Defendant for any claim by any other law firm arising out of the payment of attorneys' fees and costs. Class Counsel further represents and warrants that it is authorized to execute this Settlement Agreement and any amendments thereto on behalf of the Plaintiff and to take all appropriate action required or permitted pursuant to this Settlement Agreement in order to effectuate its terms.

D. No Assignment.

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by Plaintiff, Class Counsel, or Defendant without the express written consent of the other Party and his or its respective counsel. The representations, warranties, covenants, and agreements by Defendant contained in this Settlement Agreement are for the sole benefit of Plaintiff and the Settlement Class Members under this Settlement Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

E. Confidentiality; No Press Release.

1. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel each understand and hereby agree that they are in no way to publicize any information concerning this Agreement, and Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel understand and hereby agree that they shall make no statement to the press or any other media regarding this Agreement, or take any affirmative steps to publicize or disclose the existence or terms of this Agreement not necessary for the settlement approval process through oral, written, recorded or electronic communications. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel also understand and agree that the above agreements include, without limitation, publication, or disclosure via marketing materials, a website posting or social media (e.g. Facebook, Twitter). No posting concerning this lawsuit shall be made by Plaintiff or her counsel on counsel's website or any social media. Plaintiff further agrees that she will not disclose or discuss this case with anyone, but if contacted regarding this case, will state only that the Action has been resolved. Plaintiff's Counsel also agrees that they will not solicit Settlement Class Members who contact their office about this case to participate in additional litigation, although Plaintiff's Counsel shall not be precluded from representing any party who contacts Plaintiff's Counsel for the purpose of representation. This subsection does not apply to any subpoenas or other orders compelling discovery and/or testimony. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel understand and agree that should they receive any subpoena or other order that they believe may compel

discovery and/or testimony that would compel them to make a disclosure prohibited by this provision, they shall promptly, and within 24 hours of receipt of such subpoena or order, provide Notice of such to Defense Counsel listed herein via email and telephone.

2. Nothing in this Section should be construed to infringe on Plaintiff or Plaintiff's counsel's ability to effectuate this Settlement Agreement, including filing preliminary approval documents, final approval documents, or any other documents required by the Court during the settlement approval process.

F. Subpoenas.

In the event the Agreement itself, or its terms, are subject to a formal or informal discovery request (including a notice of deposition or subpoena) in a pending action or formal demand in a government investigation, the Party to whom the request or demand is made shall promptly give written notice to the other party in sufficient time to afford the other party a reasonable opportunity to protect its interests. Such notice shall be provided pursuant to paragraph VI.G (entitled "Notices") of this Agreement.

G. Notices.

Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party will specify in writing. Such notice will be deemed delivered upon personal delivery to the appropriate address or delivery by facsimile to the number specified below, if any, or if sent by certified or registered U.S. mail, three (3) calendar days after the date of mailing.

If notice is given to GACC, it will be sent to:

Mark D. Kemple
Ashley Farrell Pickett
Greenberg Traurig, LLP
1840 Century Park East, Ste 1900
Los Angeles, CA 90067
Ph: 310.586.7700
Fax: 310.586.7800
Email: kemplem@gtlaw.com
farrellpicketta@gtlaw.com

If notice is given to the Plaintiff, it will be sent to:

Harout Messrelian
Messrelian Law
500 N. Central Avenue, Suite 840
Glendale, CA 91203

Phone: 818.484.6531
Fax: 818.956.1983
Email: hm@messrelianlaw.com

H. Governing Law.

This Settlement Agreement shall be governed, construed, and interpreted, and the rights of Plaintiff, the Settlement Class Members, Class Counsel, Defendant, and the Released Parties shall be determined in accordance with California law without regard to its conflicts of laws principles.

I. Severability.

If it is determined that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired.

J. Jurisdiction of the Court.

Following entry of the Final Approval Order and Judgment, the Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Counsel for Defendant submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

K. Entire Agreement.

This Settlement Agreement, including the Exhibits referred to herein which form an integral part hereof, contains the entire understanding between the Parties with respect to the subject matter contained herein. This Settlement Agreement has been drafted jointly and is not to be construed against either Party. In case of any conflict between text contained in this Settlement Agreement and text contained in Exhibits to this Settlement Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings between the Parties with respect to the Settlement.

L. Counterparts.

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be

deemed to be an original and all of which taken together shall constitute but one and the same instrument.

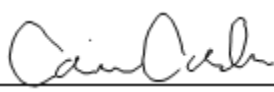
M. Attorneys' Fees and Costs.

Neither Class Counsel nor any other attorneys acting for, or purporting to act for the Settlement Class, Settlement Class Members or Plaintiff may recover or seek to recover any amounts for fees, costs or disbursements from the Released Parties except as expressly provided herein.

IT IS AGREED.

CARINA CAMBEROS

Date: october 14, 2022

By: 
Carina Camberos, Plaintiff

GREAT AMERICAN CHICKEN CORP, INC.

Date: _____, 2022

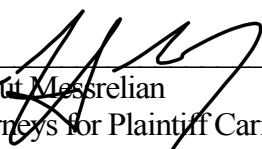
By: _____

Its: _____

Approved as to form only:

MESSRELIAN LAW

Date: October 14, 2022

By: 
Harold Messrelia
Attorneys for Plaintiff Carina Camberos and the
Settlement Class

GREENBERG TRAURIG, LLP

Date: _____, 2022

By: _____
Mark D. Kemple
Ashley Farrell Pickett
Attorneys for Defendant Great American Chicken
Corp, Inc.

deemed to be an original and all of which taken together shall constitute but one and the same instrument.

M. Attorneys' Fees and Costs.

Neither Class Counsel nor any other attorneys acting for, or purporting to act for the Settlement Class, Settlement Class Members or Plaintiff may recover or seek to recover any amounts for fees, costs or disbursements from the Released Parties except as expressly provided herein.

IT IS AGREED.

CARINA CAMBEROS

Date: _____, 2022

By: _____
Carina Camberos, Plaintiff

GREAT AMERICAN CHICKEN CORP, INC.

Date: October 14, 2022

By:  _____
Its: President

Approved as to form only:

MESSRELIAN LAW

Date: _____, 2022

By: _____
Harout Messrelian
Attorneys for Plaintiff Carina Camberos and the
Settlement Class

GREENBERG TRAURIG, LLP

Date: October 14, 2022

By:  _____
Mark D. Kemple
Ashley Farrell Pickett
Attorneys for Defendant Great American Chicken
Corp, Inc.

EXHIBIT A

MESSRELIAN LAW

Harout Messrelian (SBN 272020)
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Tel: (818) 484-6531; Fax: (818) 956-1983
Email: hm@messrelianlaw.com

HAIG B. KAZANJIAN LAWYERS APC

Haig B. Kazanian (SBN 278622)
801 N. Brand Blvd., Suite 970
Glendale, CA 91203
Tel: (818) 696-2306
Email: haig@hbklawyers.com

Attorneys for Plaintiff and the Proposed Class

GREENBERG TRAURIG, LLP

Mark D. Kemple (SBN 145219)
Ashley Farrell Pickett (SBN 271825)
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Tel: (310) 586-7700; Fax: (310) 586-7800
Email: kemplem@gtlaw.com
farrellpickett@gtlaw.com

Attorneys for Defendant

GREAT AMERICAN CHICKEN CORP, INC.

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

CARINA CAMBEROS, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 21STCV32015

Case assigned for All Purposes to Hon. Elihu
M. Berle

Dept. SSC-6]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
NOTICE, AND SETTING DATE FOR FINAL
APPROVAL HEARING**

1 The Joint Motion for Preliminary Approval of Class Action Settlement (“Joint Motion”) filed by
2 Plaintiff Carina Camberos (“Plaintiff”) and Defendant Great American Chicken Corp, Inc. (“GACC” or
3 “Defendant”) came regularly for hearing before this Court as duly noticed. After consideration of all the
4 papers filed in connection therewith, the arguments of counsel, and all other matters presented to the Court,
5 the Court hereby makes a preliminary finding that the proposed class action settlement is fair, reasonable,
6 adequate and in the best interests of the settlement class. Good cause appearing therefor, the Court
7 **GRANTS** the Joint Motion and **ORDERS** as follows:

8 1. The terms of the settlement reached by Plaintiff and Defendant, as set forth in the
9 Settlement Agreement, are hereby preliminarily approved as being fair, reasonable and adequate to the
10 members of the Settlement Class, subject to further consideration at the final approval hearing after the
11 distribution of the notice to the members of the Settlement Class as provided in paragraph 6 of this
12 Order. The Court notes that class members’ release of claims arising under the Fair Labor Standards
13 Act (“FLSA”) is a material term of this settlement agreement and acknowledges that putative class
14 members who do not opt-out of the class settlement will be deemed to have waived FLSA claims.

15 2. The following settlement class is preliminarily approved for settlement purposes only
16 and is referred to herein as the “Settlement Class”: any and all non-exempt California employees of
17 Great American Chicken Corp, Inc. who worked between January 1, 2020 and October 7, 2022.

18 3. The Court makes the following preliminary findings for settlement purposes only:

- 19 A. The Settlement Class, which consists of approximately 1,947 persons, is
20 so numerous that joinder of all members is impracticable;
- 21 B. There appear to be questions of law or fact common to the Settlement
22 Class for purposes of determining whether this Settlement should be
23 approved;
- 24 C. Plaintiff’s claims appear to be sufficiently typical for settlement purposes
25 of the claims being resolved through the proposed settlement;
- 26 D. Plaintiff appears to be capable of fairly and adequately protecting the
27 interests of the Settlement Class Members in connection with the proposed
28 settlement;
- E. Common questions of law and fact appear to predominate over questions
affecting only individual persons in the Settlement Class for the purposes
of approving this settlement. Accordingly, the Settlement Class appears
to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Settlement Class for settlement purposes appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

4. The Court appoints Messrelian Law and Haig B. Kazanjian Lawyers APC, as counsel on behalf of the Settlement Class (“Class Counsel”) for purposes of settlement only.

5. Plaintiff Carina Camberos is hereby appointed as representatives of the Settlement Class (“Class Representative”) for purposes of settlement only.

6. The Court appoints Simpluris as the third-party settlement administrator.

7. The Court approves as to form and content the “Notice of Class Action Settlement” (“Notice”) attached as Exhibit 1 hereto.

8. The Court authorizes mailing of the Notice to the Settlement Class Members by first-class United States mail to their last known addresses within ten (10) business days of receipt of the Class Information from Defendant.

9. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

10. A hearing to consider and determine (i) whether the Settlement Agreement should be finally approved, (ii) whether Class Counsel’s application for attorneys’ fees and costs should be approved, and (iii) whether the application for a Class Representative incentive award, is hereby set for February 28, 2023 at 10:00 a.m.

11. The Court sets the following deadlines:

Deadline for Defendant to provide Class Information to Settlement Administrator	October 28, 2022
Deadline for Settlement Administrator to mail Notice to Settlement Class Members	November 14, 2022
Deadline for Class Members to opt out of or object to the Settlement (“Response Deadline”)	January 13, 2023
Deadline for Class Counsel to file Motion for Attorneys’ Fees and Costs and Motion	December 13, 2022

1 for Final Approval of Class Action
2 Settlement

3 12. The Court expressly reserves the right to adjourn or continue the final fairness hearing
4 from time to time without further notice to members of the Settlement Class.

5 IT IS SO ORDERED.
6

7
8 Dated _____

THE HONORABLE _____
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EXHIBIT 1

According to Great American Chicken Corp, Inc.'s ("GACC") records, you worked for GACC as a non-exempt, hourly employee in the State of California between January 1, 2020 and October 7, 2022.

Based on the number of Pay Periods you worked, your estimated individual settlement payment is \$. Please note this is only an estimate and your actual payment may be greater or smaller than this amount.

**SUPERIOR COURT OF THE STATE CALIFORNIA
COUNTY OF LOS ANGELES**

CARINA CAMBEROS, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV32015

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of the State of California County of Los Angeles (the "Court") authorized this Notice of Class Action Settlement ("Notice"). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were a non-exempt GACC employee in the State of California at any time from January 1, 2020 through October 7, 2022 (the "Class Period"), you should read this Notice carefully because it will affect your rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	If you do nothing, you will receive a Settlement Payment and PAGA Check, and will release certain claims under state law and federal law, including Fair Labor Standards Act ("FLSA") claims and under the Private Attorneys General Act ("PAGA").
EXCLUDE YOURSELF OR "OPT OUT"	If you opt out of the lawsuit, you will <u>not</u> receive any Settlement Payment under this settlement but will still receive a PAGA Check, and will release PAGA claims. In such case, you will be free to pursue any non-PAGA claims you may have against GACC, but will receive no money in under this agreement in settlement of them.
OBJECT	If you believe the proposed settlement is not fair, adequate or reasonable, you may submit an objection and/or may appear in Court in person or through an attorney and explain why you do not like the settlement. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court has not yet decided whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because GACC's records show that you were a non-exempt GACC employee in California and worked during the Class Period. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you, your legal rights, what benefits are available, and how to get them.

2. What is this lawsuit about?

Plaintiff Carina Camberos ("Plaintiff" or "Class Representative") alleges on behalf of herself and other non-exempt hourly employees in the State of California that GACC: (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; and (8) failed to provide a suitable rest area and seating for employees pursuant to Industrial Welfare Commission Wage Order #5, sections 13(b) and 14. Plaintiff seeks unpaid wages, penalties, interest, restitution, attorneys' fees, expenses, and penalties under the PAGA.

GACC strongly denies these allegations and asserts that it properly paid its employees consistent with all applicable laws. **Nothing in this Notice, or the Settlement itself, means that GACC admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

The Court has not ruled on the merits of Plaintiff's claims or GACC's defenses.

3. What is a class action and who is involved?

The parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons (in this case Carina Camberos) file a lawsuit on behalf of people who are alleged to have similar claims. These people together are called "Settlement Class Members." Settlement Class Members who do not submit a timely request for exclusion pursuant to the procedure set forth below in Section 13 are called "Participating Class Members." In this case, the parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

The Court has certified for settlement purposes only the following class: any and all non-exempt California employees of GACC who worked between January 1, 2020 and October 7, 2022 ("Settlement Class Members" or "Settlement Class"). According to GACC's records, you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

5. What does the settlement provide?

The proposed settlement requires GACC to pay a maximum amount of one hundred six thousand dollars (\$106,000) to settle this case. This amount includes payments for attorneys' fees (up to \$35,333.33) and costs (up to \$7,000.00) to Class Counsel, an incentive award of \$1,000 for Plaintiff, Settlement Administration Costs (up to \$13,600.00), and a

payment to the California Labor and Workforce Development Agency ("LWDA") (up to \$3,750.00). The amount remaining after these payments is the amount available to distribute to Settlement Class Members ("Net Settlement Amount").

Any amounts not requested or awarded for attorneys' fees and costs, an incentive award to Plaintiff, and the payment will be included in the Net Settlement Amount and distributed to Settlement Class Members.

6. How much will my payment be?

The Net Settlement Amount will be divided among all Settlement Class Members who do not request to be excluded from the settlement ("Participating Class Members") as follows: First, GACC will use its payroll records to calculate the total one-week or two-week pay periods worked by each Participating Class Member during the Class Period ("Pay Periods"). Second, the total Pay Periods for each Participating Class Member will then be divided by the total of all Participating Class Members' Pay Periods during the Class Period to create a "Final Percentage" for each Participating Class Member. Fourth, that Final Percentage will then be multiplied by the Net Settlement Amount to determine the final amount of each Participating Class Member's pro rata recovery under this settlement. Similarly, each Aggrieved Employee's Final Percentage will be multiplied against \$1,250.00 to arrive at the Aggrieved Employee's individual PAGA recovery.

The estimated number of Pay Periods you worked for GACC as a non-exempt employee in California during the Class Period according to GACC's records, and your estimated Settlement Payment are at the top of page 1 of this Notice. If you disagree with the number of Pay Periods stated on this Notice, you must send a letter to the Settlement Administrator no later than January 13, 2023 stating the reasons why you dispute the number of Pay Periods and provide any supporting documentation that you have (for example, any paystubs). The information you provide should include the estimated number of Pay Periods you claim you worked as non-exempt GACC employee in the State of California from January 1, 2020 through October 7, 2022. GACC's records will be presumed correct unless you are able to provide credible and verifiable documentation to the Settlement Administrator that establishes otherwise. Failure to provide documentary evidence in support of your dispute will render your dispute invalid. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Pay Periods that should be applied and/or the settlement payment to which you may be entitled.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the following address, postmarked no later than January 13, 2023.

Camberos v. Great American Chicken Corp, Inc. Settlement Administration
c/o Simpluris
3194-C Airport Loop Drive
Costa Mesa, CA 92626

7. Will taxes be withheld from my settlement payment?

For tax reporting purposes, your settlement payment will be allocated as 10% wages, subject to required state and federal withholdings and deductions, reported on a form W-2; and 90% non-wage damages, interest, and penalties, reported on a form 1099-MISC, with no withholdings taken. However, if you opt-out of the settlement, you will still receive a PAGA payment, in which case 100% of the PAGA payment shall be treated as a penalty and reported on a form 1099-MISC. However, opting out of the Settlement will mean that you would receive a lower overall payment as a result of the settlement.

HOW YOU RECEIVE A PAYMENT

8. How can I receive a payment?

If this Notice was sent to you at your current address, you do not need to do anything to receive your settlement payment.

If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address since working for GACC or have any other reason to believe that GACC does not have your current mailing address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses.

The Settlement Administrator's address is:

Camberos v. Great American Chicken Corp, Inc. Settlement Administration
c/o Simpluris
3194-C Airport Loop Drive
Costa Mesa, CA 92626

Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the class.

9. What am I giving up if I stay in the class?
--

If you do not exclude yourself from the settlement, you will be bound by any judgment entered in this Action and will not be allowed to sue GACC for any claims occurring between January 1, 2020 and October 7 2022, that arise from, relate to or are based on any and all claims alleged in the Action. If you do not exclude yourself, all of the Court's orders will apply to you and you will release all Released Parties from all Released Claims as follows:

"Released Parties" means Defendant together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action.

"Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or hidden, which arose at any time during the Class Period based on the facts or claims asserted by Plaintiff Carina Camberos in any pleading in the Action on her own behalf or on behalf of a putative class member or similarly situated employee, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), or for PAGA penalties based on an assertion that Released Parties: (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14; and (9) violated the Fair Labor Standards Act.

With respect to any claims under the Fair Labor Standards Act ("FLSA"), by endorsing, depositing or cashing one or more of the Settlement Checks, you will be deemed to have opted-in and, by operation of the Final Order and Judgment, shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims under the FLSA which arise under the facts asserted in the Action.

By failing to exclude yourself from the settlement, you further acknowledge and agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that all of the claims in the Action are disputed, and that payment under the Settlement constitute payment in full of any and all amounts allegedly due to you.

Whether you exclude yourself from the Settlement or not, the Settlement, if approved by the Court, will mean that you will release any and all PAGA claims alleged in any pleading in the Action or that could have been alleged based upon the facts and circumstances alleged in the Class/PAGA Complaint.

You acknowledge and agree that California Labor Code section 206.5 is not applicable. That section provides in pertinent part:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

10. When will I receive my settlement payment?

The Court has scheduled a Fairness/Final Approval Hearing on February 28, 2023, at 10:00 a.m. in Dept. SSC-6 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiff's incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed to the Participating Class Members and Aggrieved Employees. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

11. What if I get my payment and don't cash it?

Each settlement check will be valid for 180 calendar days after it was issued. If you do not cash your check, you will still be bound by the terms of the settlement and you will release all Released Claims as described above. After 180 calendar days, the Settlement Administrator will stop payment on your check and will transfer the amount represented by the check to a nonprofit organization authorized by the Court.

12. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against GACC alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself or "opting out" of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT** in addition to the PAGA Check.

13. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") postmarked on or before January 13, 2023, to the Settlement Administrator at the following address:

Camberos v. Great American Chicken Corp, Inc. Settlement Administration
c/o Simpluris
3194-C Airport Loop Drive

In order to be valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) state that you are requesting to opt out of, or be excluded from, the settlement in *Camberos v. Great American Chicken Corp, Inc.*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Participating Class Member, you will receive a settlement payment, and you will be bound by the release of Released Claims as described above and all other terms of the settlement. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Action and settlement and will not be entitled to or permitted to assert an objection to the settlement. A Request for Exclusion will not allow a Settlement Class Member to opt out of, or exclude oneself from, settlement of claims under the PAGA.

14. If I do not exclude myself, can I sue GACC for the same claims later?

No. If you do not submit a valid and timely Request for Exclusion postmarked by January 13, 2023, you will be bound by all terms of the settlement and any Final Approval Order and Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Approval Order and Judgment will include a full release of claims in this Action, which will prevent you from suing GACC or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, you should speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement and will not receive a settlement payment other than the PAGA Check.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers as Class Counsel to represent you and all Settlement Class Members:

Harout Messrelian
Messrelian Law
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Telephone: (818) 484-6531

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers and the Class Representatives be paid?

The amount of attorneys' fees and costs awarded to Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$35,333.33, and reimbursement of litigation costs of up to \$7,000.00.

Class Counsel will also request that the Class Representative receives an additional amount called an "Incentive Award" for the risk and work in bringing and participating in this lawsuit. The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed \$1,000.00. The Incentive Award shall be paid out of and deducted from the Settlement Proceeds. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of settlement administration expenses in the amount of up to \$13,600.00 to the Settlement Administrator from the Settlement Proceeds.

OBJECTING TO THE SETTLEMENT

18. How do I object?

If you think that the proposed settlement is not fair, adequate or reasonable, you can object to the proposed settlement. If you object, and the Court approves the settlement, then you will still receive a settlement payment, and you will be bound by the terms of the release as set forth in Section 9 above.

If you want to object to any part of the settlement, you may submit a written objection to the Settlement Administrator stating the basis for the objection and/or you may appear to object at the Final Fairness and Approval Hearing. Any written objection must be mailed to the Settlement Administrator at the address listed in Section 13 and postmarked on or before January 13, 2023.

To be valid, all written objections must (1) reference the case name and number (*Carina Camberos v. Great American Chicken Corp, Inc.*, Case No. 21STCV32015), (2) state the name, address, and phone number of the Class Member making the objection, and (3) be signed by the Class Member making the objection.

The Final Approval Hearing is currently set for February 28, 2023, at 10:00 a.m. at Dept. SCC-6 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012. If a Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court, they may do so even if they have not submitted a written objection. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement class. Excluding yourself is telling the Court that you do not want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?

A hearing will be held before the Honorable Elihu M. Berle on February 28, 2023, at 10:00 a.m., in Dept. SSC-6 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012, to determine whether the proposed settlement is fair, adequate, reasonable and should be finally approved by the Court. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Berle might have. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice summarizes the terms of the proposed settlement. More details are in the settlement agreement. You may review the Court's files, which include the settlement agreement, at the office of the Clerk of Court located at 312 N. Spring Street, Los Angeles, CA, 90012, during regular business hours or by visiting the "Case Document Images" link
ACTIVE 681627728v4

on the Court's website, <https://www.lacourt.org>. In light of COVID-19, you must call the Office of the Clerk at (213) 830-0800, between 8:30 a.m. and 4:30 p.m. Monday through Friday, to make a reservation to view the records in person. Please check the Court's current social distancing procedures for attendance at hearings and review of court files, available on the Court's website at <https://www.lacourt.org/>.

22. How do I obtain additional information?

If you have questions regarding this Notice and/or the settlement, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX or you may contact Class Counsel at the address and telephone number listed above.

PLEASE DO NOT CONTACT THE COURT, GACC, OR GACC'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B

MESSRELIAN LAW

Harout Messrelian (SBN 272020)
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Tel: (818) 484-6531; Fax: (818) 956-1983
Email: hm@messrelianlaw.com

HAIG B. KAZANJIAN LAWYERS APC

Haig B. Kazanian (SBN 278622)
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Attorneys for Plaintiff and the Proposed Class

GREENBERG TRAURIG, LLP

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Attorneys for Defendant

GREAT AMERICAN CHICKEN CORP, INC.

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

CARINA CAMBEROS, on behalf of herself
and others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 21STCV32015

Case assigned for All Purposes to Hon. Elihu
M. Berle

Dept. SSC-6

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 28, 2023

Time: 10:00 a.m.

Dept.: SSC-6

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Carina Camberos
3 (“Plaintiff”) against Defendant Great American Chicken Corp, Inc. (“Defendant”) (Plaintiff and
4 Defendant are collectively referred to as the “Parties”). The Motion for Final Approval of Class
5 Action Settlement came before this Court on February 28, 2023.

6 On February 28, 2023, this Court entered an order granting preliminary approval of the
7 Parties’ Settlement Agreement and Release of Claims (“Settlement Agreement”). The Parties
8 have applied to the Court for an order granting final approval of the Settlement Agreement. The
9 Settlement Agreement sets forth the terms and conditions of the proposed Settlement and for entry
10 of an order of final approval and entry of final judgment thereon. Upon consideration of the Joint
11 Motion for Final Approval of Class Action Settlement; Motion for Approval of Attorneys’ Fees
12 and Costs, and all accompanying evidence, and good cause appearing, **THE COURT HEREBY**
13 **ORDERS AS FOLLOWS:**

14 1. The Court has personal jurisdiction over all Settlement Class Members and has
15 subject matter jurisdiction to approve the Settlement;

16 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
17 in compliance with California Code of Civil Procedure, the California and United States
18 Constitutions (including the due process clauses), the California Rules of Court and any other
19 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
20 finally approved in all respects.

21 3. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement according to its terms and provisions.

23 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
24 Members, except those who timely and properly filed Requests for Exclusion.

25 5. No class members have objected or opted out of the Settlement.

26 6. It is ordered that the Settlement Class is certified for settlement purposes only.
27 The Court finds that an ascertainable class exists and a well-defined community of interest exists
28

1 in the questions of law and fact involved because in the context of the Settlement: (i) there are
2 questions of law and fact common to the Class Members for the purposes of this Settlement
3 which, as to the Settlement and all related matters, predominate over any individual questions;
4 (ii) the Claims of Plaintiff are typical of the Claims of the Class members for the purposes of this
5 Settlement; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
6 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the
7 Class Members.

8 7. The Court finds that the Notice and notice methodology implemented pursuant to
9 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was
10 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
11 pendency of the Action, their right to object to or exclude themselves from the proposed
12 Settlement and their right to appear at the Final Fairness and Approval Hearing; (iii) were
13 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
14 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
15 California and United States Constitution (including the Due Process Clause), the California
16 Rules of Court and any other applicable law.

17 8. The Settlement Class is hereby made final. The Settlement Class is defined as:
18 any and all non-exempt California employees of Great American Chicken Corp, Inc. who worked
19 between January 1, 2020 and October 7, 2022.

20 9. Pursuant to the Settlement Agreement, upon entry of this order, Plaintiff and each
21 Participating Settlement Class Member shall fully release and discharge the Released Parties
22 from:

23 any and all claims, demands, rights, liabilities, and/or causes of action of any
24 nature and description whatsoever, known or unknown, in law or in equity,
25 whether concealed or hidden, which arose at any time during the Class Period
26 based on the facts or claims asserted by Plaintiff Carina Camberos in any pleading
27 in the Action on her own behalf or on behalf of a putative class member or
28 similarly situated employee, or based on any facts, transactions, events,
 occurrences, acts, disclosures, statements, omissions, or failures that arise out of,
 in any way, the claims made and facts alleged in the Action, including without
 limitation violations of any state or federal statutes, rules, or regulations (including
 the Fair Labor Standards Act), or for penalties under the Private Attorneys General

Act based on an assertion that Released Parties: (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14; and (9) violated the Fair Labor Standards Act.

10. In addition, pursuant to the Settlement Agreement, upon entry of this order, Plaintiff and each Participating Settlement Class Member shall fully release and discharge the Released Parties from any and all PAGA claims alleged in any pleading in the Action or that could have been alleged based upon the facts and circumstances alleged in the Class/PAGA Complaint.

11. The Settlement Agreement provides Settlement Proceeds of \$106,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

12. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

13. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Messrelian Law and attorney Harout Messrelian as Class Counsel.

14. The Court hereby finds the unopposed application of Class Counsel for an award of attorneys' fees and costs provided for under the Settlement Agreement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Settlement Proceeds, \$35,333.33 shall be paid for attorneys' fees and \$7,000.00 for litigation costs.

15. The unopposed application for a Class Representative Enhancement Payment is hereby granted. Of the Settlement Proceeds, a \$1,000.00 enhancement payment shall be allocated to Plaintiff Carina Camberos.

16. The unopposed application of Class Counsel for claims administration fees to Simpluris is hereby granted. Of the Settlement Proceeds, \$13,600.00 shall be paid to the Settlement Administrator for settlement administration fees.

1 17. The Court approves the PAGA penalties in the amount of \$5,000.00. The Court
2 approves 75% of the PAGA penalties being allocated to the LWDA in the amount of \$3,750.00
3 and directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,250.00, shall be
4 allocated to the Aggrieved Employees.

5 18. If a Class Member does not cash his or her settlement check (including the
6 Settlement Check and/or PAGA Check) within 180 days, the uncashed funds and any interest
7 accrued thereon shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek
8 Legal Services pursuant to California Code of Civil Procedure section 384(b).

9 19. Defendant shall have no further liability for costs, expenses, interest, or attorneys'
10 fees except as provided for in the Settlement Agreement.

11 20. The Parties are ordered to give notice to all Class Members in accordance with
12 California Rules of Court, rule 3.771(b).

13 21. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, the Court
14 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
15 as the administration and enforcement of the terms of the Settlement of this action to enforce the
16 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
17 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
18 administration and enforcement of the Settlement.

19 22. The Court sets a compliance hearing for [REDACTED].
20 No later than five days before the compliance hearing, the Parties shall file a compliance report
21 specifying the total amount paid to class members, and the residual of unclaimed funds that will
22 be paid to the non-profit organization specified above, along with a proposed amended judgment
23 directing payment of the residual funds pursuant to Code of Civil Procedure section 384.

24
25 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

MESSRELIAN LAW

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Attorneys for Defendant

GREAT AMERICAN CHICKEN CORP, INC.

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

CARINA CAMBEROS, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 21STCV32015

Case assigned for All Purposes to Hon. Elihu
M. Berle

Dept. SSC-6

[PROPOSED] FINAL JUDGMENT

Date:

Time:

Dept.:

1 The Court has received and considered the motions of Plaintiff Carina Camberos
2 (“Plaintiff”) for preliminary and final approval of the Settlement Agreement and Release of
3 Claims (“Settlement Agreement” or “Settlement”) entered into between Plaintiff on behalf of
4 herself and a class conditionally certified for settlement purposes, on the one hand, and Defendant
5 Great American Chicken Corp, Inc. (“Defendant”), on the other, and has entered an order granting
6 final approval of the Settlement.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court, having entered an order granting Final Approval of this Settlement, hereby
9 enters FINAL JUDGMENT in favor of Plaintiff and the Class Members and Aggrieved
10 Employees and against Defendant in the amount of \$106,000.00 in accordance with the terms of
11 the Settlement Agreement. The Parties are hereby ordered to comply with the terms of the
12 Settlement Agreement. The Parties shall bear their own costs and attorneys’ fees except as
13 otherwise provided by the Settlement Agreement and the Final Approval Order.

14 This document shall constitute a Judgment for purposes of California Rules of Court,
15 rule 3.769(h). This Judgment is intended to be a final disposition of the above-captioned action
16 in its entirety.

17 **DATED:** _____

18 **JUDGE OF THE SUPERIOR COURT**