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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AHMONE BRYANT; SUSAN RODGERS; VERONICA SALDANA; AMANDA HALE; and JESUS GOMEZ, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

BRINKER RESTAURANT CORPORATION; BRINKER INTERNATIONAL, INC.; and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.,

Defendants.

Case No.: CGC-23-608589
(Consolidated with CGC-21-597124)

[*Case assigned for all purposes to the Hon. Jeffrey S. Ross; Dept. 613*]

[PROPOSED] JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

Date: December 10, 2026
Time: 10:00 a.m.
Dept.: 613

Action Filed: August 23, 2023
Trial Date: None Set

This matter came regularly for hearing before this Court on December 10, 2026 at 10:00 a.m. Having considered the Parties' PAGA Settlement Agreement ("Settlement"), the documents and evidence presented in support, the disputed factual and legal issues in this case, the risks of further prosecution, the substantial benefits to the State of California and the PAGA Members pursuant to the Settlement, and the fair, reasonable, and adequate nature of the Settlement obtained as a result of good faith arm's-length negotiations, the Court rules that the Settlement is approved pursuant to former Labor Code § 2699(l)(2). Good cause appearing, the Court GRANTS the Renewed Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Representative Enhancement Payments, and Administration Expenses ("Motion") brought by Plaintiffs Ahmone Bryant, Susan Rodgers, Veronica Saldana, Amanda Hale, and Jesus Gomez (collectively, "Plaintiffs") and ORDERS as follows:

1. The Court notes that Plaintiffs submitted notice of the Settlement, including a copy of the Settlement Agreement, to the California Labor and Workforce Development Agency ("LWDA") in accordance with former Labor Code § 2699(l)(2).

2. The Court approves the Settlement as fair, reasonable, and adequate, and directs the Parties to effectuate it according to its terms.

3. The "PAGA Members" consist of all non-exempt employees of Defendants Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. (collectively, "Defendants") who worked in California during the PAGA Period. The "PAGA Period" runs from September 14, 2020 through Court approval of the Settlement, consistent with Defendants' election under Settlement § 8.

4. The Court orders Defendants to fully fund the non-reversionary Gross Settlement Amount, consisting of the $1,647,500.00 base amount plus the increase required by Settlement § 8. The increase shall be calculated by multiplying the number of covered pay periods exceeding 764,345 through Court approval by the original settlement value per pay period, calculated as $1,647,500.00 divided by 694,859. Defendants shall transmit the Gross Settlement Amount to CPT Group, Inc. ("Settlement Administrator") within twenty-one (21) calendar days after receiving the Final Accounting required by Settlement § 4.2. No portion of the Gross Settlement

Amount shall revert to Defendants.

5. The Court approves, as to form and content, the proposed PAGA Letter and check enclosure to be mailed to PAGA Members in English and Spanish, and directs that they be distributed pursuant to the Settlement.

6. The Court appoints CPT Group, Inc. as Settlement Administrator and approves administration expenses in the amount of $75,000.00. Any administration expenses exceeding that amount require a showing of good cause and further Court approval. Any unused portion shall remain in the Net Settlement Amount.

7. Within ten (10) calendar days after the Effective Date, as defined in Settlement § 1.6, Defendants shall provide the Settlement Administrator with the PAGA Member Data in Microsoft Excel format. The data shall include each PAGA Member's name, last-known mailing address, Social Security number, employment start and end dates, and Defendants' best estimate of the number of PAGA Pay Periods worked by that PAGA Member. The Settlement Administrator shall maintain the confidentiality of that information and restrict its use and disclosure as required by Settlement §§ 1.19 and 4.1. Within ten (10) calendar days after receiving the PAGA Member Data, the Settlement Administrator shall provide Defendants with the Final Accounting of the funds necessary to fully fund the Gross Settlement Amount. In no event shall the Settlement Administrator provide that Final Accounting later than twenty-one (21) calendar days after the Effective Date, absent written agreement of the Parties or Court order.

8. The Settlement Administrator shall update addresses using the National Change of Address database before mailing any PAGA Letters or Individual PAGA Payment checks. The Settlement Administrator shall calculate each Individual PAGA Payment by dividing the PAGA Members' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members shall not be required to submit claim forms to receive payment.

9. Within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount, the Settlement Administrator shall mail to each PAGA Member, via First-

Class U.S. Mail, postage prepaid, the approved PAGA Letter in English and Spanish and the Individual PAGA Payment check. Within that same deadline, the Settlement Administrator shall also remit the LWDA PAGA Payment and issue checks for the Court-approved attorneys' fees, litigation costs, PAGA Representative Enhancement Payments, and administration expenses, in accordance with the Settlement. The Settlement Administrator shall not disburse the PAGA Counsel Litigation Expenses Payment before disbursing the Individual PAGA Payments.

10. Having evaluated counsel's reasonable hours and hourly rates under the lodestar method and considered the outcome for PAGA Members, the Court finds that attorneys' fees equal to one-third of the final Gross Settlement Amount are fair and reasonable. The Court further finds that litigation costs in the amount of $109,914.42 are fair and reasonable. These awards are made collectively to The Ottinger Firm, P.C., King & Siegel LLP, Haines Law Group, APC, and Setareh Law Group ("PAGA Counsel"). The Court orders the Settlement Administrator to distribute these payments to PAGA Counsel as provided in the Settlement.

11. The Court finds that PAGA Representative Enhancement Payments of $2,500.00 each to Plaintiffs Ahmone Bryant, Susan Rodgers, Veronica Saldana, Amanda Hale, and Jesus Gomez, totaling $12,500.00, are fair, adequate, and reasonable in recognition of their contributions, time, efforts, and responsibilities undertaken on behalf of the PAGA Members and the State of California. The Court orders the Settlement Administrator to distribute these payments to Plaintiffs as provided in the Settlement.

12. The Net Settlement Amount shall equal the final Gross Settlement Amount less the Court-approved attorneys' fees, litigation costs, PAGA Representative Enhancement Payments, and administration expenses. The Court finds that allocation of the entire Net Settlement Amount as PAGA civil penalties, with 75% paid to the LWDA and 25% paid to PAGA Members, is fair, adequate, reasonable, and consistent with former Labor Code § 2699(i).

13. Each Individual PAGA Payment shall be characterized as penalties and reported on IRS Form 1099 issued to the PAGA Member. Checks for Individual PAGA Payments shall remain valid for one hundred eighty (180) days after mailing and shall prominently state their void dates. The Settlement Administrator shall conduct address searches and re-mail returned

checks within seven (7) calendar days as required by Settlement § 4.3.2 and shall provide bi-weekly distribution reports to PAGA Counsel and Defense Counsel as required by Settlement § 4.3.3. For checks remaining uncashed ninety (90) calendar days after mailing, the Settlement Administrator shall make the second attempt to facilitate payment required by Settlement § 4.3.4, including updated address searches and replacement checks or reminder notices, as applicable. Replacement checks issued under Settlement § 4.3.4 shall remain valid for one hundred eighty (180) days after the replacement checks are mailed. After the applicable void dates, the Settlement Administrator shall cancel uncashed checks and transmit the corresponding funds to the California Unclaimed Property Fund in the names of the affected PAGA Members. No residual funds shall be distributed to a cy pres recipient.

14. The Court approves the scope of the releases as set forth in Settlement § 5. Upon Defendants' full funding of the Gross Settlement Amount, Plaintiffs, PAGA Members, the LWDA, and the State of California shall be deemed to release and discharge the Released Parties, as defined in Settlement § 1.27, from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices during the PAGA Period, as provided in Settlement § 5.1. "Operative Complaint" and "PAGA Notices" have the meanings stated in Settlement §§ 2.9 and 1.21, respectively. This release is limited to claims for PAGA civil penalties. PAGA Members do not release their underlying individual wage-and-hour claims through the Settlement. PAGA Members will not be provided an opportunity to opt out of the PAGA release. PAGA Counsel's release is governed by Settlement § 5.2.

15. Plaintiffs shall submit a copy of this Judgment and Order to the LWDA within ten (10) calendar days after entry.

16. As soon as practicable after expiration of all applicable check-cashing deadlines, including the deadlines for replacement checks, the Settlement Administrator shall provide the Parties with an accounting under oath of all amounts paid from the Settlement. Plaintiffs shall file a declaration confirming final distribution of funds within thirty (30) calendar days after receiving that accounting. The Court sets a settlement compliance hearing for _____ at

_____ a.m. / p.m. in Department 613.

17. Judgment is entered as to the PAGA claims in the consolidated actions, Case Nos. CGC-23-608589 and CGC-21-597124, in accordance with the Settlement and this Judgment and Order. The Court retains jurisdiction over the Parties and the Settlement pursuant to Code of Civil Procedure § 664.6 to interpret, implement, administer, and enforce the Settlement and this Judgment and Order until performance in full.

IT IS SO ORDERED.

Dated: _____ By:_____
Hon. Jeffrey S. Ross
Judge of the Superior Court