



FILED
Superior Court of California
County of San Francisco

SEP 11 2026

CLERK OF THE COURT

BY: Jim Kane

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

LEIF RODSETH,

Case No. CGC-24-614442

Plaintiff,

ORDER GRANTING FINAL APPROVAL

v.

CHICKEN COUP, LLC (doing business as
STARBIRD CHICKEN), a Delaware limited
liability company; and DOES 1–50, inclusive,

Defendants.

Before the court is an unopposed motion by plaintiff Leif Rodseth for final approval of the settlement of wage-and-hour claims, including a claim under PAGA, reached with defendant Chicken Coop, LLC. The court held a final approval hearing on September 11, 2026, at 9:30 a.m., in Department 613, the Honorable Jeffrey S. Ross presiding. Matthew Carraher (D.Law, Inc.) appeared for plaintiff. Robert Geiger (Littler Mendelson, P.C.) appeared for defendant. No class member objected or appeared at the hearing for the final approval motion. The court has thoroughly read and considered the briefing, evidence, and pleadings on file in this proceeding. On that basis, IT IS HEREBY ORDERED that the court GRANTS the motion for final approval of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (the “Settlement Agreement”), awards attorney’s fees to Class Counsel in the amount of **\$180,137.50**, approves reimbursement of Class Counsel’s litigation costs in the amount of **\$25,150.35**, authorizes a service award to Rodseth in the amount of **\$3,500.00**, authorizes payment to administrator Apex Class Action LLC (“Apex”) of actual administrative expenses not to exceed

1 **\$13,950.00, RESERVES** a compliance hearing for **February 26, 2027, at 11:00 a.m.,** and **ORDERS** as
2 follows:

3 1. All terms or phrases used in this order shall have the same meaning as in the Settlement
4 Agreement unless otherwise specified.

5 2. For settlement purposes only, the Court finds the Settlement Class (defined below) meets
6 the requirements for certification under Code of Civil Procedure section 382. More specifically: (1) the
7 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions of
8 law or fact; (3) Rodseth's claims are typical of the claims of the members of the proposed Settlement
9 Class; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.

10 3. Based on the foregoing, the court certifies the following Settlement Class: *All current and*
11 *former nonexempt employees who worked for Defendant within the State of California at any time from*
12 *May 6, 2020, through October 1, 2025.*

13 4. The aggrieved employees are all current and former non-exempt employees who worked
14 for Defendant within the State of California at any time from May 6, 2023, to October 1, 2025.

15 5. The court has considered the *Dunk/Kullar* factors and the circumstances surrounding the
16 settlement and finally approves the settlement because it is a fair, adequate, and reasonable settlement in
17 the best interest of the members of the Settlement Class. In reaching this conclusion, the court notes that
18 no class members objected to the settlement. There was one request for exclusion. Yoana Cortes Cortes is
19 excluded from the settlement.

20 6. For settlement purposes only, the court appoints Leif Rodseth as class representative.

21 7. Plaintiff seeks a service award of \$5,000.00. Participating class members will receive an
22 estimated average gross payment of \$223.90, with the highest estimated gross payment being \$1,637.47
23 and the estimated lowest gross payment being \$5.81. (Dancy Decl., ¶ 16.) The aggrieved employees will
24 receive an estimated average payment of \$17.73, with the estimated highest payment being \$59.86 and the
25 estimated lowest payment being \$0.94. (*Id.*, ¶ 18.) The court awards **\$3,500.00** to Rodseth for his service
26 to the class and the risks he took on as named plaintiff. Plaintiff expended 31 hours in this case speaking
27 with plaintiff's counsel, discovery preparation, mediation preparation, and participating in the mediation.

(Rodseth Decl., ¶ 9.) It does not appear that plaintiff sat for a deposition nor does it appear that this case imposed a significant amount of time from the filing of the complaint on May 6, 2024 to its settlement. (*Id.*, ¶¶ 1–14.) The court finds this lesser award to be reasonable based on plaintiff’s declaration and consideration of the pertinent criteria. (See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394–95.)

8. For settlement purposes only, D. Law, Inc. is designated as Class Counsel.

9. The court approves reimbursement of Class Counsel’s litigation costs in the amount of **\$25,150.35**¹. (Kim Decl., ¶ 44, Ex. 8.) Class counsel requests attorney’s fees of \$240,183.33, or one-third of the gross settlement amount. Class counsel incurred approximately 183.6² hours in this matter. (Kim Decl., ¶ 31, Ex. 1.) The lodestar is approximately \$160,104.70. (*Id.*, ¶¶ 31–32, Ex. 1.) Class counsel seeks a multiplier of 1.5. (*Id.*, ¶ 32.) The court does not find that a 1.5 multiplier is justified in this straightforward wage-and-hour class and PAGA case where there was not any motion practice or significant discovery. The court awards attorney’s fees to Class Counsel in the amount of **\$180,137.50**, or 25% of the gross settlement amount, as justified based on this record and upon consideration of: (1) the results obtained by Class Counsel in this case; (2) the risks and legal issues involved in this case; (3) the fee’s contingency upon success; (4) the range of awards made in similar cases; (5) the time spent and work performed; and (6) a lodestar cross-check.

10. Apex shall continue to serve as settlement administrator. Apex shall carry out all of the duties and responsibilities as set forth in the Settlement Agreement and this final approval order, including disbursement of funds to class members, plaintiff, and Class Counsel. The court approves payment to Apex of administrative expenses actually incurred in an amount not to exceed **\$13,950.00**.

11. The notice and plan of distribution approved by this court met the requirements of due process and constituted the best notice practicable under the circumstances. As set forth in the declaration of Tarus Dancy, Apex distributed notice in compliance with this court’s preliminary approval order and the Settlement Agreement. Apex successfully distributed notice to all but 200 of 1,606 members of the

¹ Plaintiff requests \$25,734.70 in costs. The court will not award for any future costs not incurred and has thus removed \$584.35 in future costs. (Kim Decl., Ex. 8.)

² The court will not award any fees for non-attorney time and thus, has not included the paralegal time.

1 Settlement Class. The court finds the administration process to date was adequate and comported with due
2 process.

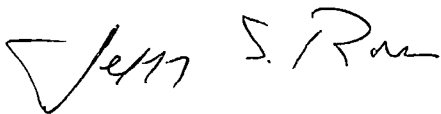
3 12. The court approves a \$72,055.00 "PAGA Payment" with 75% or \$54,041.25 allocated to
4 the LWDA and 25% or \$18,013.75 to the aggrieved employees.

5 11. The court reserves a compliance hearing for **February 26, 2027, at 11:00 a.m.** No later
6 than **February 19, 2027**, the parties shall submit a joint statement setting forth disbursements made, a
7 summary accounting, the number and value of any uncashed settlement checks, and any unresolved issues
8 or other matters the parties need to bring to the court's attention. The joint statement should include or be
9 accompanied by a declaration from Apex.

10 12. A copy of this order and the final judgment shall be served upon the LWDA within **5 days**
11 of this order.

12 13. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California
13 Rules of Court—and without impacting the finality of this order—the court retains jurisdiction over
14 plaintiff, all members of the Settlement Class, and defendant for the purpose of supervising the
15 implementation, enforcement, construction, administration, and interpretation of the Settlement
16 Agreement and this order.

17
18 Dated: September 11, 2026



JEFFREY S. ROSS
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On September 11, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: September 11, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk