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an individual on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

LEIF RODSETH, an individual on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. CGC-24-614442

CLASS ACTION

Assigned for All Purposes To:
Honorable Jeffrey S. Ross
Department 613

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT
AGREEMENT, ATTORNEYS' FEES AND
EXPENSES, AND SERVICE AWARD
AND FINAL JUDGMENT**

Date: September 11, 2026
Time: 9:30 a.m.
Dept.: 613

ORDER

Plaintiff Leif Rodseth (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant Chicken Coup, LLC doing business as Starbird Chicken (“Defendant”) (collectively, “the Parties”), filed a Motion for Final Approval of Joint Stipulation of Class and PAGA Action Settlement Agreement, Attorneys’ Fees and Expenses, and Service Award (“Motion”). The Motion was set for hearing on September 11, 2026, at 9:30 a.m. in Department 613 of the San Francisco Superior Court located at 400 McAllister Street, San Francisco, CA 94102-4514. The Court, having considered the Joint Stipulation of Class and PAGA Action Settlement Agreement, Amendment to Joint Stipulation of Class Action Settlement and Release of Claims, Second Amendment to Stipulation of Class Action Settlement and Release of Claims (which collectively constitute the “Settlement Agreement” or “Settlement” and are attached as **Exhibit 1** to this Final Approval Order), the Notice of Class and PAGA Action Settlement (“Notice,” which is attached as **Exhibit 2** to this Final Approval Order), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. The following Class is certified for settlement purposes: all current and former non-exempt employees who worked for Defendant Chicken Coup, LLC doing business as Starbird Chicken, (“Defendant”) in the state of California during the Class Period, which is May 6, 2020 through October 1, 2025.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In

1 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
2 the Settlement.

3 4. Distribution of the Notice directed to the Class Members, as set forth in the
4 Settlement Agreement, has been completed in conformity with the Court's March 24, 2026 Order
5 Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including
6 individual notice to all Class Members who could be identified through reasonable effort, and was
7 the best notice practicable under the circumstances. The Notice provided due and adequate notice
8 of the proceedings and of the matters set forth in the Preliminary Approval Order, including the
9 proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements
10 of California law, the California and United States Constitutions (including the Due Process
11 Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule
12 3.766, and any other applicable law. The Notice also provided due and adequate notice to Class
13 Members of their right to exclude themselves from the Settlement, as well as their right to object
14 to any aspect of the proposed Settlement.

15 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
16 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
17 reference, the Court finds the Settlement was entered into in good faith and further finds that the
18 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
19 Settlement Class Members. Plaintiff has satisfied the standards and applicable requirements for
20 final approval of this class action Settlement under California law, including the provisions of
21 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule
22 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,
23 4 Cal. 3d 800, 821 (1971).

24 6. The Court approves the Settlement as set forth in the Settlement Agreement and
25 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
26 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
27 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-

1 length negotiations. In granting final approval of the Settlement Agreement, the Court considered
2 the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
3 settlement proceeds among the Settlement Class Members, and the fact that a settlement represents
4 a compromise of the Parties' respective positions rather than the result of a finding of liability at
5 trial. Additionally, the Court finds that the terms of the Settlement Agreement had no obvious
6 deficiencies and did not improperly grant preferential treatment to any individual Class Member.
7 Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

8 7. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
9 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
10 Plaintiff, all Participating Class Members, and all Aggrieved Employees shall be bound by the
11 releases set forth in the Settlement Agreement.

12 8. Only one Class Member has opted out from the Class Settlement; therefore there
13 are 1,605 Participating Class Members.

14 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
15 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
16 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
17 claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

18 10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
19 adequately represented the Class for purposes of entering into and implementing the Settlement.

20 11. The Court finds the \$720,550.00 Gross Settlement Amount provided for under the
21 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
22 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
23 following deductions from the Gross Settlement Amount: \$240,183.33 for attorneys' fees to Class
24 Counsel; (2) \$25,734.70 for attorneys' costs to Class Counsel; (3) a Class Representative Service
25 Award of \$5,000.00 to Plaintiff Leif Rodseth; (4) the PAGA Payment of \$72,550.00 for claims
26 asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be
27 payable to the California Labor and Workforce Development Agency ("LWDA") and 25% will be
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1 payable to the Aggrieved Employees on a *pro rata* basis (“PAGA Settlement Payment”); and (5)
2 \$13,950.00 for Settlement Administrator Costs to Apex Class Action (“Apex”).

3 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
4 set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of \$359,361.67
5 and for costs and expenses in the amount of \$25,734.70 as final payment for and complete
6 satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is
7 hereby granted. The Court finds that Class Counsel’s request falls within the range of
8 reasonableness and that the result achieved justifies the award and that the requested expenses were
9 reasonably incurred. The payment of attorneys’ fees and costs to Class Counsel shall be made
10 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

11 13. It is ordered that a Class Representative Service Award of \$5,000.00 for Plaintiff
12 Leif Rodseth is fair and reasonable as a service award for his service to the Class.

13 14. The Court further approves the payment of \$13,950.00 to Apex Class Action to
14 cover the costs of administration as provided for in the Settlement Agreement. The payment
15 authorized by this paragraph shall be made in accordance with the terms of the Settlement
16 Agreement.

17 15. The Court also approves a payment of \$72,055.00 for claims asserted under PAGA
18 (“PAGA Penalties”), with 75% of the PAGA Penalties (\$54,41.25) payable to the LWDA and the
19 other 25% (\$18,013.75) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
20 Settlement Agreement). The PAGA Penalties shall be made from the Gross Settlement Amount in
21 accordance with the terms of the Settlement Agreement.

22 16. The Court finds the settlement payments from the Net Settlement Amount provided
23 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves
24 and orders the calculations and the payments to be made and administered to the Participating
25 Class Members in accordance with the terms of the Settlement Agreement. It is also ordered that,
26 180 days after the date of distribution of the settlement payments to the Class, all funds from any
27 uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller of
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1 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
2 § 1500, *et seq.*, for the benefit of those Participating Class Members who did not cash their checks
3 until such time that they claim their property.

4 17. Defendant shall not be required to pay any additional amounts in connection with
5 the Settlement other than those amounts specifically set forth in the Settlement Agreement.

6 18. The Court shall examine the final accounting at a Compliance Hearing set on
7 _____.

8 19. Without affecting the finality of the Settlement, this Order, or Final Judgment, this
9 Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
10 jurisdiction over the above-captioned action and the Parties, including all Settlement Class
11 Members, relating to the Action and the administration, consummation, enforcement and
12 interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary
13 purpose.

14 20. Neither this Final Approval Order nor the Settlement Agreement (nor any other
15 document referred to in this Final Approval Order, nor any action taken to carry out this Final
16 Approval Order) is, may be construed as, or may be used as, an admission or concession by or
17 against the Defendant or the Released Parties of the validity of any claim or any actual or potential
18 fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any
19 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an
20 admission or concession as to the Defendant's denials or defenses and shall not be offered or
21 received in evidence in any action or proceeding against any party in any court, administrative
22 agency, or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to
23 enforce the provisions of this Final Approval Order and the Settlement Agreement; *provided*,
24 *however*, that this Final Approval Order and the Settlement Agreement may be filed in any action
25 against or by the Defendant or the Released Parties to support a defense of *res judicata*, collateral
26 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or
27 any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

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21. Final judgment is hereby entered

IT IS SO ORDERED.

Dated: _____, 2026

Honorable Jeffrey S. Ross
Judge of the Superior Court

EXHIBIT 1

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on behalf of himself and others similarly situated

(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

LEIF RODSETH, an individual on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

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

Defendants.

) Case No. CGC-24-614442

) **JOINT STIPULATION AND**
) **SETTLEMENT AGREEMENT OF**
) **CLASS ACTION AND PAGA CLAIMS**

) Action Filed: May 6, 2024

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14 Attorneys for Defendant
CHICKEN COUP, LLC, doing business as STARBIRD CHICKEN
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This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Leif Rodseth (“Plaintiff”) and Defendant Chicken Coup, LLC dba Starbird Chicken (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Leif Rodseth v. Chicken Coup, LLC dba Starbird Chicken*, initiated on March 6, 2024, and pending in the Superior Court of the State of California, County of San Francisco, Case No. CGC-24-614442.

1.2. “Administrator” means Apex Class Actions, LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant within the State of California at any time from May 6, 2023 to October 1, 2025.

1.5. “Class Members” means all current and former non-exempt employees who worked for Defendant within the State of California at any time from May 6, 2020 through October 1, 2025 or earlier pursuant to Paragraph 8.

1.6. “Class Counsel” means D.Law, Inc.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means May 6, 2020 through the earlier of October 1, 2025 or earlier pursuant to Paragraph 8.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative, Plaintiff Leif Rodseth.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Francisco.
- 1.16. “Defendant” means named Defendant Chicken Coup, LLC dba Starbird Chicken.
- 1.17. “Defense Counsel” means Fermin Llaguno, Laura Hayward, and Robert Geiger of Littler Mendelson, P.C.
- 1.18. “Effective Date” shall mean the day after the last date to appeal Final Approval and Judgment by the Court and no appeal is filed; or, if an appeal is filed, or review or writ is sought from the Judgment, then it shall mean the day after the Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.
- 1.19. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s Hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” or “Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Seven Hundred Twenty Thousand Five Hundred Fifty Dollars and Zero Cents (\$720,550.00), which is the total amount Defendant agrees to pay under the Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he/she worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods he/she worked during the PAGA Period.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration

Expenses Payment, the remainder of which is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.30. “PAGA Period” means May 6, 2023 until October 1, 2025.

1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.32. “PAGA Notice(s)” means Plaintiff’s May 6, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, up to a maximum of Seventy-Two Thousand Fifty-Five Dollars and Zero Cents (\$72,055.00), allocated 25% to the Aggrieved Employees (Eighteen Thousand Thirteen Dollars and Seventy-Five Cents (\$18,013.75)), and 75% to the LWDA (Fifty-Four Thousand Forty-One Dollars and Twenty-Five Cents (\$54,041.25)), in settlement of PAGA claims.

1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35. “Plaintiff” means Leif Rodseth.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, and reinsurers.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail objections to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional ten (10) calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On May 6, 2024, Plaintiff Leif Rodseth commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (2) Failure to Pay Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Provide Accurate Wage Statements Under Labor Code § 226(a); Failure to Timely Pay Wages Upon Termination Under Labor Code § 203; (7) Failure to Pay Vacation Wages Under Labor Code § 227.3; (8) Failure to Provide Sick Pay Under Labor Code § 246; (9) Failure to Timely Pay Wages When Due Under Labor Code § 204; (10) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5; (12) Failure to Reimburse Necessary Business Expenses Under Labor Code §

2802; and (13) Violation of Business & Professions Code § 17200, *et seq.* On May 6, 2024, Plaintiff also filed a PAGA Notice. Plaintiffs filed an amended Complaint on August 15, 2024 adding a fourteenth cause of action for Penalties under PAGA, Labor Code § 2698 (“First Amended Complaint”). Defendant denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in the First Amended Complaint, and denies any and all liability for the causes of action alleged. Defendant further denies that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notices on May 6, 2024.

2.3. On May 1, 2025, the Parties participated in an all-day mediation presided over by experienced wage and hour class action mediator David Phillips, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, relevant documents and class data from Defendant. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that this matter may relate to some claims in *Rafael Mateo and Scarleth Busto v. Chicken Coup, LLC dba Starbird Chicken*, CGC-25-621442, filed in San Francisco Superior Court on January 14, 2025, for which Defendant has already filed a Notice of Related Case. The proposed release in this Settlement Agreement will overlap with the claims in *Busto and Mateo*.

2.7. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the Class Members’ claims against Defendant. Based on its and their own independent investigation and evaluation, Class Counsel are of the

opinion that the Settlement with Defendant is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, the risk of the putative Class not being certified, and the defenses asserted by Defendant. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

2.8. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement in accordance with the terms of this Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum total payment of Seven Hundred Twenty Thousand Five Hundred Fifty Dollars and Zero Cents (\$720,550.00), and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. Except as otherwise specified herein, Defendant shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount plus the employer-side payroll taxes. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Five Thousand Dollars and Zero Cents (\$5,000.00). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment

1 that does not exceed this amount. As part of the motion for Class Counsel Fees
2 Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
3 approval for any Class Representative Service Payment no later than sixteen
4 (16) court days prior to the Final Approval Hearing. If the Court approves a
5 Class Representative Service Payment less than the amount requested, the
6 Administrator will retain the remainder in the Net Settlement Amount. The
7 Administrator will pay the Class Representative Service Payment using IRS
8 Form 1099. Plaintiff assumes full responsibility and liability for employee
9 taxes owed on the Class Representative Service Payment.

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third
11 of the Gross Settlement Amount, and a Class Counsel Litigation Expenses
12 Payment of not more than Thirty Thousand Dollars and Zero Cents
13 (\$30,000.00). Defendant will not oppose requests for these payments provided
14 they do not exceed these amounts. Plaintiff and/or Class Counsel will file a
15 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment
16 no later than sixteen (16) court days prior to the Final Approval Hearing. The
17 amounts set forth above will cover all work performed and all fees and costs
18 incurred to date, and all work to be performed and all fees and costs to be
19 incurred in the future in connection with the approval by the Court of this
20 Agreement, and the administration of the Settlement. If the Court approves a
21 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
22 Payment less than the amounts requested, the Administrator will allocate the
23 remainder to the Net Settlement Amount. Released Parties shall have no
24 liability to Class Counsel or any other Plaintiff's Counsel arising from any
25 claim to any portion any Class Counsel Fees Payment and/or Class Counsel
26 Litigation Expenses Payment. The Administrator will pay the Class Counsel
27 Fees Payment and Class Counsel Litigation Expenses Payment using one or
28 more IRS 1099 Forms. Class Counsel assume full responsibility and liability

1 for taxes owed on the Class Counsel Fees Payment and the Class Counsel
2 Litigation Expenses Payment and hold Defendant harmless, and indemnify
3 Defendant, from any dispute or controversy regarding any division or sharing
4 of any of these Payments. No Class Counsel shall be entitled to further fees or
5 costs from Defendant if it or they elect to appeal any reduction in the requested
6 fee or cost award. Any reduction by the Court of Class Counsel's claimed
7 attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds
8 to void the Settlement. Plaintiff and Defendant shall bear their own attorney's
9 fees and costs, except as provided herein.

10 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
11 \$13,950.00 except for a showing of good cause and as approved by the Court.
12 The Administration Expenses Payment shall be paid through the Gross
13 Settlement Amount.

14 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
15 by (a) dividing the Net Settlement Amount by the total number of Workweeks
16 worked by all Participating Class Members during the Class Period and (b)
17 multiplying the result by each Participating Class Member's Workweeks.

18 3.2.4.1. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
19 each Participating Class Member's Individual Class Payment will be
20 allocated to settlement of wage claims (the "Wage Portion"). The Wage
21 Portions are subject to tax withholding and will be reported on an IRS
22 W-2 Form. The eighty-five percent (85%) of each Participating Class
23 Member's Individual Class Payment will be allocated to settlement of
24 claims for alleged interest and penalties (the "Non-Wage Portion"). The
25 Non-Wage Portions are not subject to wage withholdings and will be
26 reported on IRS 1099 Forms. Participating Class Members assume full
27 responsibility and liability for any employee taxes owed on their
28 Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual

Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.4.3. Disputes Regarding Workweek Counts. The Parties agree that if any

Participating Class Member disputes the basis for determining his or her share of the Settlement, Defendant's records shall presumptively control unless the Participating Class Member can produce documentation evidence of other Workweeks worked during the relevant time period.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

Seventy-Two Thousand Fifty-Five Dollars and Zero Cents (\$72,055.00), to be paid from the Gross Settlement Amount, with 75% (Fifty-Four Thousand Forty-One Dollars and Twenty-Five Cents (\$54,041.25)) allocated to the LWDA PAGA Payment, and 25% (Eighteen Thousand Thirteen Dollars and Seventy-Five Cents (\$18,013.75)) allocated to the Individual PAGA Payments. The Aggrieved Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (Eighteen Thousand Thirteen Dollars and Seventy-Five Cents (\$18,013.75)) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. Tax Allocation of Individual PAGA Payments: If the Court approves

PAGA Penalties of less than the amount requested, the Administrator

will allocate the remainder to the Net Settlement Amount. One hundred percent (100%) of each Aggrieved Employee's Individual PAGA Payment will be allocated to settlement of claims for civil penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.3. Individual Class and PAGA Payments Do Not Trigger Additional Benefits. All Individual Class Payments, Individual PAGA Payments, and Class Representative Service Payment shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Participating Class Members and/or Aggrieved Employee may be eligible, including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Participating Class Members, and Aggrieved Employees may be entitled under any benefit plans.

3.4. Tax Forms. The Administrator shall be responsible for issuing the payments and withholding and all required state and federal taxes in accordance with this Agreement. The Administrator will issue an IRS W-2 to each Participating Class Member for the portion of each Individual Class Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Administrator shall issue an IRS Form 1099-MISC to each Participating Class Member for the portion of each Individual Class Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Class Representative Service Payment; (2) Aggrieved Employees for their Individual PAGA Payment; and (3) Class Counsel for the amount paid for approved fees and costs. The Administrator will be responsible for preparing these forms correctly. The Administrator shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant.

Plaintiff and Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

3.5. Indemnification. Plaintiff and Class Counsel acknowledge and agree that they are and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or her or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge and agree that Class Counsel is not responsible for the payment of any Federal, State, and Local taxes or penalties associated with payments to Plaintiff and Class Members.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of Defendant's records, the Settlement reached at mediation was based on the Parties' estimated projection that the Class Members worked 57,644 Workweeks through the date of mediation.

4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator (along with any of its agents) must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Specifically, the Administrator (along with any of its agents) will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein;

1 and (4) promptly provide Defendant with notice if PII is subject to unauthorized access,
2 use, disclosure, modification, or destruction. The Administrator may provide notice to
3 both Parties if the PII is subject to unauthorized access, use, disclosure, modification
4 or destruction; however, all additional communications from the Administrator
5 regarding the scope, circumstances, and substance shall be communicated solely to
6 Defendant. Defendant has a continuing duty to immediately notify Class Counsel if it
7 discovers that the Class Data omitted class member identifying information and to
8 provide corrected or updated Class Data as soon as reasonably feasible. The Parties
9 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
10 otherwise resolve any issues related to missing or omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. After the Effective Date, Defendant shall fully
12 fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay
13 Defendant's share of payroll taxes by transmitting the funds to the Administrator in
14 three equal installments within five (5) days of July 1, 2026; October 1, 2026, and
15 January 1, 2027. If the Effective Date does not occur until after July 1, 2026, Defendant
16 shall fully fund the Gross Settlement Amount and also fund the amounts necessary to
17 fully pay Defendant's share of the payroll taxes by transmitting funds to the
18 Administrator in three equal installments within 10 days of the Effective Date, 90 days
19 after the first payment, and 90 days after the second payment. The delivery of the Gross
20 Settlement Amount and the employer's share of payroll taxes to the Administrator shall
21 constitute full, final, and complete discharge, settlement, and compromise of the entire
22 obligation of Defendant under this Settlement. Once Defendant has made such
23 payments, it will be deemed to have satisfied all terms and conditions under this
24 Settlement, shall be entitled to all protections afforded to Defendant under this
25 Settlement, and shall have no further obligations under the terms of the Settlement
26 regardless of what occurs with respect to those sums. Should the Court require it,
27 Defendant agrees to provide a declaration from an officer for Defendant setting forth
28 facts sufficient to support the agreed-upon payment plan.

1 4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant
2 funds the Gross Settlement Amount, the Administrator will mail checks for all
3 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
4 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
5 Class Counsel Litigation Expenses Payment, and the Class Representative Service
6 Payment.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class
9 U.S. Mail, postage prepaid. The face of each check shall prominently state the
10 date (not less than 180 days after the date of mailing) by which the check must
11 be cashed or deposited. The Administrator will cancel all checks not cashed by
12 the void date. The Administrator will send checks for Individual Class
13 Payments to all Participating Class Members (including those for whom Class
14 Notice was returned undelivered). The Administrator will send checks for
15 Individual PAGA Payments to all Aggrieved Employees, including Non-
16 Participating Class Members who qualify as Aggrieved Employees (including
17 those for whom Class Notice was returned undelivered). The Administrator
18 may send Participating Class Members a single check combining the Individual
19 Class Payment and Individual PAGA Payment. Before mailing any checks, the
20 Administrator must update the recipients' mailing addresses using the National
21 Change of Address Database.

22 4.4.2. The Administrator must conduct a Class Member Address Search for all other
23 Class Members whose checks are returned undelivered without USPS
24 forwarding address. Within five (5) days of receiving a returned check the
25 Administrator must re-mail checks to the USPS forwarding address provided or
26 to an address ascertained through the Class Member Address Search. The
27 Administrator need not take further steps to deliver checks to Class Members
28 whose re-mailed checks are returned as undelivered. The Administrator shall

promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In consideration of Defendant's promises and agreements as set forth herein, Plaintiff and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims arising from his employment or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law), and (b) all claims that were alleged, or reasonably could have been alleged, based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 and 5.3, below ("Plaintiff's Release"). Plaintiff's Release does not extend to

any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes to the fullest extent permitted by law the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elect to assume all risks for unknown claims that now exist in his favor. The release of the claims of Plaintiff as set forth in this Paragraph is a condition precedent to enforcement of this Agreement.

5.2. Release by Participating Class Members: Effective on the date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties during the Class Period from all class claims alleged in the Operative Complaint and/or

which reasonably arise out of the same set of operative facts, theories and/or primary rights pleaded therein, including claims premised on the following,: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Provide Accurate Wage Statements Under Labor Code § 226(a); (6) Failure to Time Pay Wages Upon Termination Under Labor Code § 203; (7) Failure to Pay Vacation Wages Under Labor Code § 227.3; (8) Failure to Provide Sick Pay Under Labor Code § 246; (9) Failure to Timely Pay Wages When Due Under Labor Code § 204; (10) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5; (12) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (13) Violation of Business & Professions Code § 17200, including for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, applicable IWC Wage Orders, and California Business & Professions Code § 17200 *et seq.*; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action.

5.2.1. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint; and

5.2.2 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: Effective on the date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint, PAGA Notices, and ascertained in the course of the Action (“Released PAGA Claims”). This includes claims for PAGA penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, and applicable IWC Wage Orders. The Aggrieved Employees will be issued a check for their Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the Individual PAGA Payment and release of the Released PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the Released PAGA Claims regardless of whether they cash or deposit their Aggrieved Employees Payment.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator

attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall represent that this matter may relate to some claims in *Rafael Mateo and Scarleth Busto v. Chicken Coup, LLC dba Starbird Chicken*, CGC-25-621442, filed in San Francisco Superior Court on January 14, 2025, for which Defendant has already filed a Notice of Related Case.

6.2. Non-Disclosure of Settlement. The Class Representative and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class Representative and Class Counsel represent that they have not made any such disclosure. The Class Representative and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class Representative agrees not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or publicize the fact or the terms of this Settlement on any website.

1 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval
3 no later than thirty (30) days after the full execution of this Agreement; obtaining a
4 prompt hearing date for the Motion for Preliminary Approval; and for appearing in
5 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
6 responsible for delivering the Court's Preliminary Approval to the Administrator.

7 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class
9 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
10 by meeting in person or by telephone, and in good faith, to resolve the disagreement.
11 If the Court does not grant Preliminary Approval or conditions Preliminary Approval
12 on any material change to this Agreement, Class Counsel and Defense Counsel will
13 expeditiously work together on behalf of the Parties by meeting in person or by
14 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
15 concerns.

16 **7. SETTLEMENT ADMINISTRATION.**

17 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Actions, LLC
18 to serve as the Administrator and verified that, as a condition of appointment, Apex
19 Class Actions, LLC agrees to be bound by this Agreement and to perform, as a
20 fiduciary, all duties specified in this Agreement in exchange for payment of
21 Administration Expenses. The Parties and their Counsel represent that they have no
22 interest or relationship, financial or otherwise, with the Administrator other than a
23 professional relationship arising out of prior experiences administering settlements.

24 7.2. Employer Identification Number. The Administrator shall have and use its own
25 Employer Identification Number for purposes of calculating payroll tax withholdings
26 and providing reports state and federal tax authorities.

27 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
28 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

1 Regulation section 468B-1. As such, all taxes imposed on the gross income of the Gross
2 Settlement Amount and any tax-related expenses arising from any income tax return or
3 other reporting document that may be required by the Internal Revenue Service or any
4 state or local taxing body will be paid from the Gross Settlement Amount.

5 7.4. Notice to Class Members.

6 7.4.1. No later than three (3) business days after receipt of the Class Data, the
7 Administrator shall notify Class Counsel that the list has been received and state
8 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
9 Pay Periods in the Class Data.

10 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
11 fourteen (14) days after receiving the Class Data, the Administrator will send
12 to all Class Members identified in the Class Data, via first-class United States
13 Postal Service (“USPS”) mail, the Class Notice, substantially in the form
14 attached to this Agreement as Exhibit A. The first page of the Class Notice
15 shall prominently estimate the dollar amounts of any Individual Class Payment
16 and/or Individual PAGA Payment payable to the Class Member, and the
17 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate
18 these amounts. Before mailing Class Notices, the Administrator shall update
19 Class Member addresses using the National Change of Address database
20 maintained by the United States Postal Service.

21 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any
22 Class Notice returned by the USPS as undelivered, the Administrator shall re-
23 mail the Class Notice using any forwarding address provided by the USPS. If
24 the USPS does not provide a forwarding address, the Administrator shall
25 conduct an advanced skip trace Class Member Address Search, and re-mail the
26 Class Notice to the most current address obtained. The Administrator has no
27 obligation to make further attempts to locate or send Class Notice to Class
28 Members whose Class Notice is returned by the USPS a second time.

1 7.4.4. The deadlines for Class Members' written objections, Challenges to
2 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
3 extended an additional ten (10) calendar days beyond the sixty (60) calendar
4 days otherwise provided in the Class Notice for all Class Members whose notice
5 is re-mailed. The Administrator will inform the Class Member of the extended
6 deadline with the re-mailed Class Notice.

7 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
8 discovers any persons who believe they should have been included in the Class
9 Data and should have received Class Notice, the Parties will expeditiously meet
10 and confer in person or by telephone or videoconference, and in good faith, in
11 an effort to agree on whether to include them as Class Members. If the Parties
12 agree, such persons will be Class Members entitled to the same rights as other
13 Class Members, and the Administrator will send, via email or overnight
14 delivery, a Class Notice requiring them to exercise options under this
15 Agreement not later than ten (10) days after receipt of Class Notice, or the
16 deadline dates in the Class Notice, which ever are later.

17 7.5. Requests for Exclusion (Opt-Outs).

18 7.5.1. Class Members who wish to exclude themselves (i.e., opt-out of) the Class
19 Settlement must send the Administrator, by fax, email, or mail, a signed written
20 Request for Exclusion not later than sixty (60) days after the Administrator
21 mails the Class Notice (plus an additional ten (10) days for Class Members
22 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
23 Class Member or his/her representative that reasonably communicates the Class
24 Member's election to be excluded from the Settlement. The Request for
25 Exclusion must: (1) state the Class Member's name, address, telephone number,
26 and social security number or employee identification number; (2) state the
27 Class Member's intention to exclude themselves from or opt-out of the
28 Settlement (e.g. "I want to exclude myself from this settlement. I also

1 understand that I retain all rights to sue the Defendant for the claims asserted
2 do not wish to participate in this lawsuit.”); (3) be addressed to the Settlement
3 Administrator; (4) be signed by the Class Member or his or her lawful
4 representative; and (5) be postmarked no later than sixty (60) calendar days
5 from the mailing of the Notice (or the five (5) day extension referenced below
6 for eligible Class Members). No Requests for Exclusion shall be accepted if
7 postmarked after the sixty (60) calendar day period for the filing of exclusions.
8 Class Members whose Notices are returned as undeliverable and who are sent
9 a re-mailed Class Notice shall be given an extension of ten (10) calendar days
10 from their original Response Deadline to postmark a Request for Exclusion.
11 Class Members are responsible for maintaining a photocopy of their request for
12 exclusion, reflecting that it was submitted in a timely manner. Any disputes
13 regarding the timeliness of a request for exclusion or whether a written
14 communication constitutes a valid request that cannot be resolved between the
15 Parties shall be determined by the Court, whose determination shall be final.

16 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
17 fails to contain all the information specified in the Class Notice. The
18 Administrator shall accept any Request for Exclusion as valid if the
19 Administrator can reasonably ascertain the identity of the person as a Class
20 Member and the Class Member’s desire to be excluded. The Administrator’s
21 determination shall be final and not appealable or otherwise susceptible to
22 challenge. If the Administrator has reason to question the authenticity of a
23 Request for Exclusion, the Administrator may demand additional proof of the
24 Class Member’s identity. The Administrator’s determination of authenticity
25 shall be final and not appealable or otherwise susceptible to challenge.

26 7.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement,
28 entitled to all benefits and bound by all terms and conditions of the Settlement,

1 including the Participating Class Members' Releases under Paragraph 5.2 of
2 this Agreement, regardless whether the Participating Class Member actually
3 receives the Class Notice or objects to the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
5 a Non-Participating Class Member and shall not receive an Individual Class
6 Payment or have the right to object to the class action components of the
7 Settlement. Because future PAGA claims are subject to claim preclusion upon
8 entry of the Judgment, Aggrieved Employees are deemed to release the claims
9 identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
10 PAGA Payment.

11 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)
12 calendar days after the Administrator mails the Class Notice (plus an additional ten
13 (10) calendar days for Class Members whose Class Notice is re-mailed) to challenge
14 the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
15 Member in the Class Notice. The Class Member may challenge the allocation by
16 communicating with the Administrator via fax, email or mail. The Workweek
17 Challenge must: (1) state the Class Member's full name, address, telephone number,
18 and social security number or employee identification number and the case name and
19 number; (2) be addressed to the Administrator; (3) be signed by the Class Member or
20 his or her lawful representative; (4) be postmarked no later than sixty (60) calendar
21 days from the mailing of the Notice (or the ten (10) day extension referenced below for
22 eligible Class Members); and (5) contain any and all supporting documentation. In the
23 absence of any contrary documentation, the Administrator is entitled to presume that
24 the Workweeks contained in the Class Notice are correct so long as they are consistent
25 with the Class Data. The Administrator's determination of each Class Member's
26 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable
27 or otherwise susceptible to challenge. The Administrator shall promptly provide copies
28

of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object and only as to the class action components of the Settlement and/or this Agreement, and not the PAGA components of the settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The written objection must:

(1) state the Class Member's full name, address, telephone number, and social security number or employee identification number and the case name and number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Administrator; (7) be signed by the Class Member or his or her lawful representative; and (8) be postmarked no later than sixty (60) calendar days from the mailing of the Notice (or the ten (10) day extension referenced above for eligible Class Members). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing regardless of whether a Class Member timely submitted a written objection. Class Members shall have no right to object to the PAGA release or Individual PAGA Payment.

7.7.3. Counsel for the Parties shall file any response to the written objections submitted by objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

7.7.4. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

7.7.5. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise, including the following:

7.8.1. Notice. The Administrator will mail the Notice as directed by the Court;

7.8.2. Consultation with Parties. The Administrator will consult with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Class Payments, Individual PAGA Payments, and the acceptance of any late or deficient disputes;

7.8.3. Calculating Payments. The Administrator will calculate the Individual Class Payments, Individual PAGA Payments, and the LWDA PAGA Payment;

7.8.4. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice, Motion for Final Approval, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

1 7.8.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their
3 validity. Not later than five (5) days after the expiration of the deadline for
4 submitting Requests for Exclusion, the Administrator shall email a list to Class
5 Counsel and Defense Counsel containing (a) the names and the last four digits
6 of the social security numbers of Class Members who have timely submitted
7 valid Requests for Exclusion (“Exclusion List”); (b) the names and the last four
8 digits of the social security numbers of Class Members who have submitted
9 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
10 Settlement submitted (whether valid or invalid).

11 7.8.6. Weekly Reports. The Administrator must, on a weekly basis, provide written
12 reports to Class Counsel and Defense Counsel that, among other things, tally
13 the number of: Class Notices mailed or re-mailed, Class Notices returned
14 undelivered, Requests for Exclusion (whether valid or invalid) received,
15 objections received, challenges to Workweeks and/or Pay Periods received
16 and/or resolved, and checks mailed for Individual Class Payments and
17 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
18 include provide the Administrator’s assessment of the validity of Requests for
19 Exclusion and attach copies of all Requests for Exclusion and objections
20 received.

21 7.8.7. Workweek and/or Pay Period Challenges. The Administrator has the authority
22 to address and make final decisions consistent with the terms of this Agreement
23 on all Class Member challenges over the calculation of Workweeks and/or
24 PAGA Pay Periods. The Administrator’s decision shall be final and not
25 appealable or otherwise susceptible to challenge.

26 7.8.8. Administrator’s Declaration. Not later than fourteen (14) days before the date
27 by which Plaintiff is required to file the Motion for Final Approval of the
28 Settlement, the Administrator will provide to Class Counsel and Defense

1 Counsel a signed declaration suitable for filing in Court attesting to its due
2 diligence and compliance with all of its obligations under this Agreement,
3 including, but not limited to, its mailing of Class Notice, the Class Notices
4 returned as undelivered, the re-mailing of Class Notices, attempts to locate
5 Class Members, the total number of Requests for Exclusion from Settlement it
6 received (both valid or invalid), the number of written objections and attach the
7 Exclusion List. The Administrator will supplement its declaration as needed or
8 requested by the Parties and/or the Court. Class Counsel is responsible for
9 filing the Administrator's declaration(s) in Court.

10 7.8.9. Wire Instructions. The Administrator will notify Counsel for Defendant of the
11 wiring instructions to fund the Settlement Amount as approved by the Court.

12 7.8.10. Distribution of Payments. The Administrator will distribute and pay the Class
13 Representative Service Payment, Individual Class Payments, Individual PAGA
14 Payments, the PAGA Payment to the LWDA, and fees and costs awarded to
15 Class.

16 7.8.11. Taxes. The Administrator will issue tax forms and address employer and
17 employee-side payroll taxes.

18 7.8.12. Final Report by Settlement Administrator. Within ten (10) days after the
19 Administrator disburses all funds in the Gross Settlement Amount, the
20 Administrator will provide Class Counsel and Defense Counsel with a final
21 report detailing its disbursements by employee identification number only of all
22 payments made under this Agreement. At least fifteen (15) days before any
23 deadline set by the Court, the Administrator will prepare, and submit to Class
24 Counsel and Defense Counsel, a signed declaration suitable for filing in Court
25 attesting to its disbursement of all payments required under this Agreement.
26 Class Counsel is responsible for filing the Administrator's declaration in Court.
27
28

7.8.13. Other Tasks. The Administrator will address such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Settlement reached was based on the Parties' estimated projection that the Class Members worked 57,644 Workweeks through the date of the Parties' May 1, 2025 mediation. Should the Parties discover that the Settlement Class Members worked in excess of 63,408 Workweeks (i.e., 10% in excess of the 57,644 projected workweek count) during the Class Period, Defendant, at its sole discretion, shall either shorten the Class Period to reduce the number of Workweeks to 63,408 Workweeks or increase the Gross Settlement Amount proportionally for Workweek amounts over 63,408 workweeks (i.e., the Gross Settlement Amount multiplied by [total Workweeks minus 63,408 Workweeks] divided by total workweeks). For example, if the workweek count increases by 15%, the Gross Settlement Amount will be increased by 5%.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds seven and one-half percent (7.5%) of the total of all Class Members, Defendant may, but is not obligated, elect to rescind, void, and withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

1 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
2 calendared Final Approval Hearing, Class Counsel will file in Court, a motion for final
3 approval of the Settlement that includes a request for approval of the PAGA settlement under
4 Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
5 (collectively “Motion for Final Approval”). Class Counsel shall provide drafts of the Proposed
6 Final Approval Order and the proposed Judgment to Defense Counsel not later than three (3)
7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
8 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
9 disagreements concerning the Motion for Final Approval.

10 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
11 by a Participating Class Member, including the right to file responsive documents in
12 Court no later than five (5) court days prior to the Final Approval Hearing, or as
13 otherwise ordered or accepted by the Court.

14 10.2. Duty to Cooperate and Termination of Agreement. If the Court grants Final Approval,
15 Plaintiff will file and serve a Notice of Entry of Judgment once Judgment is entered. If
16 the Court does not grant Final Approval or conditions Final Approval on any material
17 change to the Settlement (including, but not limited to, the scope of release to be
18 granted by Class Members), the Parties will expeditiously work together in good faith
19 to address the Court’s concerns by revising the Agreement as necessary to obtain Final
20 Approval. The Court’s decision to award less than the amounts requested for the Class
21 Representative Service Payment, Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment and/or Administrator Expenses Payment shall not
23 constitute a material modification to the Agreement within the meaning of this
24 paragraph. If the Parties are unable to agree on revisions that would result in the Court
25 granting Final Approval, either Plaintiff or Defendant may terminate this Settlement.
26 The terminating Party shall give to the other Party (through counsel) written notice of
27 its decision to terminate no later than fourteen (14) calendar days after receiving notice
28

that one of the enumerated events has occurred. Termination shall have the following effects:

10.2.1. The Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

10.2.2. In the event the Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Participating Class Member, Aggrieved Employee or Class Counsel.

10.2.3. The Preliminary Approval Order, Final Approval Order and Judgment, if any, shall be vacated.

10.2.4. The Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

10.2.5. Except as otherwise discoverable, neither this Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event of an enforcement action, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not

object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability, culpability, negligence or wrongdoing

1 regarding any claims asserted; nor should it be intended or construed as an admission
2 by Plaintiff that Defendant's defenses in the Action have merit. Each of the Parties
3 hereto has entered into this Agreement solely with the intention to avoid further
4 disputes and litigation with the attendant inconvenience and expenses. The Parties
5 agree that class certification and representative treatment is for purposes of this
6 Settlement only. If, for any reason the Court does not grant Preliminary Approval,
7 Final Approval or enter Judgment, Defendant reserves the right to contest certification
8 of any class for any reasons, and Defendant reserves all available defenses to the claims
9 in the Action, and Plaintiff reserves the right to move for class certification on any
10 grounds available and to contest Defendant's defenses. The Settlement, this Agreement
11 and Parties' willingness to settle the Action will have no bearing on, and will not be
12 admissible in connection with, any litigation (except for proceedings to enforce or
13 effectuate the Settlement and this Agreement).

14 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
15 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
16 Settlement is filed, they and each of them will not disclose, disseminate and/or
17 publicize, or cause or permit another person to disclose, disseminate or publicize, any
18 of the terms of the Agreement directly or indirectly, specifically or generally, to any
19 person, corporation, association, government agency, or other entity except: (1) to the
20 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
21 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
22 report income to appropriate taxing authorities; (4) in response to a court order or
23 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
24 government agency. Each Party agrees to immediately notify each other Party of any
25 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff,
26 Class Counsel, Defendant and Defense Counsel separately agree not to, directly or
27 indirectly, initiate any conversation or other communication, before the filing of the
28 Motion for Preliminary Approval, any with third party regarding this Agreement or the

1 matters giving rise to this Agreement except to respond only that “the matter was
2 resolved,” or words to that effect. Named Plaintiff and his counsel represent that they
3 have not made any such disclosure. Named Plaintiff and Settlement Class Counsel shall
4 not encourage members of the Settlement Class to opt-out. Settlement Class Counsel
5 will take all steps necessary to ensure that Named Plaintiff is aware of, and will
6 encourage him to adhere to, the restriction against any public disclosure of the
7 Settlement until after the Settlement is preliminarily approved by the Court. Thereafter,
8 Settlement Class Counsel and Plaintiff agree not to publicize the terms of this
9 Settlement with the media, including but not limited to, any newspaper, journal,
10 magazine, website and/or online reporter of settlements or on any website. Nothing
11 herein shall be construed to prevent Named Plaintiff or Settlement Class Counsel from
12 discharging their fiduciary duties to the court or absent class members.

13 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement,
15 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict
16 Class Counsel’s ability to communicate with Class Members in accordance with Class
17 Counsel’s ethical obligations owed to Class Members.

18 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the
20 Parties relating to the Settlement, superseding any and all oral representations,
21 warranties, covenants, or inducements made to or by any Party.

22 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this
25 Agreement to effectuate its terms, and to execute any other documents reasonably
26 required to effectuate the terms of this Agreement including any amendments to this
27 Agreement.
28

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. Modification. This Agreement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant and provide a declaration affirming same, unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. Unless otherwise specifically provided herein, all notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the tenth business day after mailing by a traceable form of United States mail (e.g., certified mail), or the day sent by email or messenger, addressed as follows:

To Plaintiff,
the Settlement
Class and
Class
Counsel:

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Natalie Haritounian (SBN 324318)
n.haritounian@d.law
Matthew Carraher (SBN 346860)
m.carraher@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant
and
Defendant's
Counsel:

Fermin H. Llaguno
flaguno@littler.com
LITTLER MENDELSON, P.C.
18565 Jamboree Road
Suite 800
Irvine, California 92612
Telephone: 949.705.3000
Fax No.: 949.724.1201

Laura E. Hayward, Bar No. 204014
lhayward@littler.com
LITTLER MENDELSON, P.C.
101 Second Street
Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Fax No.: 415.399.8490

Robert Geiger, Bar No. 322914
rgeiger@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendant

CHICKEN COUP, LLC, doing business as STARBIRD
CHICKEN

If a notice, demand, or other communication is sent via United States mail, the sending Party will additionally provide email notification to the receiving Party that the notice, demand, or communication is forthcoming via United States mail.

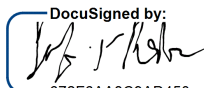
12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 2/2/2026, 2026

Dated: _____, 2026

DocuSigned by:

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Leif Rodseth
Plaintiff and Class Representative

Aaron Noveshen for
Defendant Chicken Coup, LLC dba Starbird
Chicken

**APPROVED AS TO FORM AND
CONTENT:**

Dated: February 4, 2026

Dated: _____, 2026



Natalie Haritooman
Counsel For Plaintiff and the Putative Class

Fermin Llaguno
Counsel for Defendant

4893-2506-5681.1 / 048747-1028

CHICKEN COUP, LLC, doing business as STARBIRD
CHICKEN

If a notice, demand, or other communication is sent via United States mail, the sending Party will additionally provide email notification to the receiving Party that the notice, demand, or communication is forthcoming via United States mail.

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendant as of the date(s) set forth below:

Dated: _____, 2026

Dated: February 5, 2026

Leif Rodseth
Plaintiff and Class Representative

DocuSigned by:

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Aaron Noveshen for
Defendant Chicken Coup, LLC dba Starbird
Chicken

**APPROVED AS TO FORM AND
CONTENT:**

Dated: _____, 2026

Dated: February 5
_____, 2026

Natalie Haritoonian
Counsel For Plaintiff and the Putative Class

DocuSigned by:
Fermin Llaguno

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Fermin Llaguno
Counsel for Defendant

4893-2506-5681.1 / 048747-1028

EXHIBIT 2

*Leif Rodseth v. Chicken Coup, LLC doing business as Starbird Chicken
San Francisco County Superior Court Case No. CGC-24-614442*

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All non-exempt employees in California who are or previously were employed by Defendant CHICKEN COUP, LLC, doing business as STARBIRD CHICKEN, (“Defendant”) during the Class Period, which is May 6, 2020 through October 1, 2025 (the “Class”).

YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, approximately 14 months after the Court grants final approval to the settlement and after the settlement fund has been fully funded by Defendants. Please <i>keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT(OPT OUT) BUT NOT THE PAGA SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (opt out) of the class portion of the settlement. If you exclude yourself from the class settlement, you will not receive any payment from the Settlement proceeds. This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendants about the legal claims in this case. However, even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and be bound by it. You cannot opt-out of the PAGA portion of the proposed Settlement.
OBJECT	Write to the Court and object to the terms of this Settlement. You can also appear in person at final approval hearing to object to the Settlement.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **CHICKEN COUP, LLC, DOING BUSINESS AS STARBIRD CHICKEN WILL NOT RETALIATE IN ANY MANNER AGAINST ANYONE FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. **Why did I get this notice?**

A settlement has been reached in this class and representative action lawsuit. You received this notice because Defendants' records identify you as someone who worked for Defendant in California as a non-exempt hourly employee at any time from May 6, 2020 through October 1, 2025, making you a "Class Member" during the "Class Settlement Period." The settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also a "PAGA Member" during the "PAGA Period," which is May 6, 2023 through October 1, 2025. The purpose of this Notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of San Francisco, and the case is known as *Leif Rodseth v. Chicken Coup, LLC* – Case No. CGC-24-614442 ("Action" or "Lawsuit"). There was a hearing on [REDACTED], 2025 in San Francisco County Superior Court. The Court preliminarily approved the Settlement and directed that you receive this notice. The Court will hold a Final Approval hearing concerning the proposed settlement on [REDACTED], 2025 at [REDACTED], in Department ____ of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102. The Final Approval Hearing may be continued to another date without further notice.

2. **What is this Class and PAGA Lawsuit about?**

On March 6, 2024, Plaintiff Leif Rodseth initiated this wage and hour class and representative action against Defendants alleging (1) Failure to Pay Minimum Wages and All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 203; (7) Violation Labor Code § 227.3; (8) Violation Labor Code § 246; (9) Violation Labor Code § 204; (9) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5 (11) Failure to Produce Requested Employment Records Under Labor Code §§ 206 and 1198.5; (12) Reimburse Necessary Business Expenses under Labor Code § 2802; and (13) Violation of California Business and Professions Code § 17200 *et seq.*. The First Amended Complaint filed on August 15, 2024, alleges the same claims in the original complaint, adding an additional claim against Defendants for penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698. Plaintiff's class and representative claims are on behalf of all current and former non-exempt employees who worked for Defendants in California during the Class Period. Defendants deny all allegations in the Lawsuit and contend that it has fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated or that this case was suitable for class or representative treatment.

On May 1, 2025, through arms-length negotiations at a mediation with an experienced wage and hour mediator, David Phillips, Esq., the Parties reached a Class and PAGA Settlement subject to Court approval.

3. **Why is there a settlement?**

The Court has not decided in favor of Plaintiff Leif Rodseth, or in favor of Defendants, or made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit. The Parties reached a settlement in order to avoid the risk and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiff's claims, Defendants have also

concluded that further litigation would be protracted and expensive and would also divert resources and management and employee time.

4. Who are the Parties in this Lawsuit?

Plaintiff Leif Rodseth alleges he was employed by Defendants as an hourly employee at Defendants' facilities.

5. Who are the Attorneys for the Parties?

Counsel for Plaintiff and the Class

D.LAW, INC.
Emil Davtyan, Esq.
David Yeremian
Natalie Haritounian
Matthew Carraher
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Counsel for Defendants

THE TERMS OF THE SETTLEMENT

6. What is the Settlement Amount?

The proposed Settlement provides for the "Gross Settlement Amount", or "GSA", of \$720,550.00 (referred to as the "Settlement Amount"). From the Settlement Amount, Class Counsel will apply to the Court for attorneys' fees of \$240,183.33 and \$30,000.00 in costs; a Class Representative Enhancement Award of \$5,000.00 to Plaintiffs Leif Rodseth for his work and efforts prosecuting this case); a PAGA Payment of \$72,055.— (\$54,041.25 payment to the California Labor Workforce Development Agency ("LWDA") and \$18,013.75 to be distributed to the "aggrieved" employee group); and settlement administration expenses to Apex Class Action, estimated at \$13,950.00. The exact amount of the attorneys' fees, litigation costs, class representative service payment, and settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement Amount, the "Net Settlement Amount" or the "NSA", is currently estimated to be approximately **\$359,361.67**. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Settlement Class Members, who are the Class Members who do not request to be excluded ("opt out") from the settlement.

7. How will the Individual Settlement Payments to Settlement Class Members be calculated?

Settlement Class Members will receive Individual Settlement Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required.** Class Members who opt out of the class settlement will not receive an Individual Settlement Payment and will not be bound by the class portion of this Settlement.

Each Settlement Class Member's Individual Settlement Payment will be a pro-rata share of the Net Settlement Amount. Defendants and the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members. The respective Workweeks for each Settlement Class Member will be divided by the Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.

All Individual Settlement Payments to Settlement Class Members shall be allocated as follows for tax purposes: 20% of each Individual Settlement Payment reflects a compromise of a claim for alleged unpaid wages; 80% of each Individual Settlement Payment reflects a compromise of a claim for alleged interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Settlement Class Members will receive an IRS Form 1099 for the portion of the Settlement Payment attributable to alleged interest and penalties if required by law. Settlement Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED]. The actual amount you may receive may be different and will depend on several factors.

8. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$72,055 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$54,041.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Payment, or \$18,013.75, will be distributed to the PAGA Members as Individual PAGA Payments.

No claim form is required to receive an Individual PAGA Payment. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro-rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of Workweeks that each PAGA Member worked for Defendants during the PAGA Period (March 6, 2023 through October 1, 2025) as a proportion of all Workweeks for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated Workweeks is [REDACTED]. Based on that, your anticipated Individual PAGA Payment is [REDACTED]. The actual amount you may receive may be different and will depend on several factors.

HOW TO GET A PAYMENT

9. How can I get a settlement payment?

If you wish to receive a payment under the terms of the settlement, you do not have to do anything. You will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any). You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email, or phone at [REDACTED] if you need to update contact information.

10. What do I do if I believe my Workweeks are incorrect?

If you believe the Workweeks above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2026. *[45 days within mailing of Notice]* You should include any documents or other information which support what you believe supports that you worked a different number of Workweeks.

The Settlement Administrator will resolve any dispute regarding these issues based on Defendants' records and any information you provide.

11. When can I expect to receive a settlement check?

Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Members approximately 15 months after the Court's approval of the Settlement becomes final, which will generally occur after the Court grants final approval and enters judgment and the time for filing an appeal has passed. At that point, Defendants will begin paying quarterly installments over the course of one year to fund the Qualified Settlement Fund with the total Gross Settlement Amount.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be distributed to the Controller of the State of California and held in the Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

12. What am I giving up in exchange for receiving an Individual Settlement Payment?

If the Court approves this Settlement and unless you exclude yourself, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Upon the Effective Date, each Class Member who does not timely submit a valid Request for Exclusion to be excluded from the Class, will, for the Class Period, fully release and forever discharge the Released Parties from certain claims they may have as follows:

"Class Released Claims" means any and all disputes, claims and/or causes of action for wages, statutory and civil penalties (but not PAGA penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post judgment interest, attorney's fees, and costs pleaded in the Action, Plaintiff's PAGA Notice Letter to the LWDA, and/or which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period. This includes, but is not limited to, any claims for: (1) *Failure to Pay Minimum Wages*; (2) *Failure to Pay Overtime Under Labor Code § 510*; (3) *Meal Period Liability Under Labor Code § 226.7*; (4) *Rest-Break Liability Under Labor Code § 226.7*; (5) *Failure to Provide Accurate Wage Statements Under Labor Code § 226(a)*; (6) *Failure to Time Pay Wages Upon Termination Under Labor Code § 203*; (7) *Failure to Pay Vacation Wages Under Labor Code § 227.3*; (8) *Failure to Provide Sick Pay Under Labor Code § 246*; (9) *Failure to Timely Pay Wages When Due Under Labor Code § 204*; (10) *Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5*; (11) *Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5*; (12) *Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802*; and (13) *Violation of Business & Professions Code § 17200, including for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, et seq. and 2802, applicable IWC Wage Orders, and California Business & Professions Code § 17200 et seq.; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action ("Class Released Claims")* against the Released Parties.

13. What PAGA Claims are released by this Settlement?

Upon the Effective Date, the Labor Workforce Development Agency, State of California, and Plaintiff as a representative of and proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims as follows.

“PAGA Released Claims” shall mean the release of the Released Parties by the LWDA, State of California, and by Plaintiff as a representative of and proxy for the LWDA from all claims for civil penalties under the Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.* (“PAGA”), or otherwise, that were alleged in the PAGA Notice Letter, the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the PAGA Period. This includes, but is not limited to: Labor Code sections 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, and applicable IWC Wage Orders.

“Released Parties” is defined to include Defendant Chicken Coup, LLC and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, and reinsurers.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

14. How do I opt out of the class settlement?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement. However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of this Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the release of Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter should include your reasons for excluding yourself and sufficient identifying information, and must state in substance:

“I want to opt out of the class action settlement in the lawsuit entitled *Leif Rodseth v. Chicken Coup, LLC, San Francisco County Superior Court Case No. CGC-24-614442*) filed in the Superior Court of California, County of San Francisco.”

The opt-out request letter must include the case name, case number, your full name, current address, and last four digits of your social security number, must be signed by you, and must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before [REDACTED], 2024. [60 days within mailing of Notice] Opt-out requests postmarked after the deadline will be invalid.

Leif Rodseth v. Chicken Coup, LLC
Settlement Administrator
c/o Apex Class Actions
P. O. Box _____

_____, _____

15. If I don't exclude myself from the class settlement, can I sue Chicken Coup, LLC doing business as Starbird Chicken for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims being released by this Settlement, the Class Released Claims. If you have a claim or lawsuit already filed against Chicken Coup, LLC doing business as Starbird Chicken, or any of the Released Parties you should speak to your lawyer in that case immediately. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I have an objection?

You can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026, at the following address:

Leif Rodseth v. Chicken Coup, LLC
Settlement Administrator

c/o Apex Class Actions

P. O. Box _____

_____, _____

The written objection should state your name, address, last four digits of your Social Security number and/or Employee ID number, whether you plan to attend the Final Approval Hearing, and describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the final approval hearing, the Settlement Agreement will be approved, and you will receive your settlement share. If you do not submit a written objection, you may still appear at the final approval hearing to voice your objection or to otherwise observe the proceedings.

THE COURT'S FINAL APPROVAL HEARING

17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval hearing Department _____ of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102 on _____ 2026, at ____ p.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members. You can also check the San Francisco County Superior Court website at <https://sf.courts.ca.gov/online-services/case-information> for changes to the hearing schedule. Any Class Member who files a notice of intent to appear at

the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it but you may. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

19. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Apex Class Actions, by calling toll free 1-800_____, or you can write to *Leif Rodseth v. Chicken Coup, LLC doing business as Starbird Chicken*, Class Action Settlement Administrator at [address].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' MANAGERS, SUPERVISORS, OR ATTORNEYS FOR MORE INFORMATION.