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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES–SPRING STREET COURTHOUSE

AMPARO BRIJIL, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

FALCON FARMS, INC., a Florida corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV21467
Related Case No. 24LBCV01795

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	April 13, 2027
Time:	10:30 a.m.
Department:	12
Complaint Filed:	August 22, 2024
Trial Date:	None Set

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DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Amparo Brijil ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On June 18, 2024, Plaintiff provided written notice by electronic upload to the California Labor and Workforce Development Agency ("LWDA") and written notice by certified mail to Defendant Falcon Farms, Inc. ("Defendant") of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice"). Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of Plaintiff's PAGA Notice.

3. On August 22, 2024, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit ("Class Action").

4. On August 22, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.*, thereby commencing the related action entitled *Amparo Brijil v. Falcon Farms, Inc.*, Los Angeles County Superior Court Case No. 24LBCV01795 ("PAGA Action").

THE PROPOSED SETTLEMENT

5. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

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6. The Settlement provides for a Gross Settlement Amount of $772,500.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel Fees Payment of up to $257,500.00 and Class Counsel Litigation Expenses Payment not to exceed $20,000.00 to Class Counsel, Class Representative Service Payment to Plaintiff of $7,500.00, Administration Expenses Payment to the Administrator not to exceed $12,000.00, and the PAGA Penalties of $100,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently $375,500.00. Additionally, 25% of the PAGA Penalties, which is $25,000.00 out of $100,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the Aggrieved Employee Amount. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

7. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., $270,375.000 and expenses and costs of not more than $20,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel only seeks one-third (1/3) of the Gross Settlement Amount (i.e., $257,500.00) It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 15 through 25, *infra*.

8. The Settlement Agreement provides for payment of up to $7,500.00 to Plaintiff as a Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff

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to receive a Class Representative Service Payment, in addition to her individual settlement payments, for her services on behalf of the Class, Aggrieved Employees, and the State of California.

9. The Parties have agreed to retain Phoenix Class Action Administration Solutions ("Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix Class Action Administration Solutions to handle these procedures and serve as the Administrator. Defendant will provide the Administrator with the Class Data, and the Administrator will calculate each Class Member's *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's *pro rata* share of 25% portion of the PAGA Penalties. The Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Administration Expenses Payment are currently estimated not to exceed $12,000.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

10. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's Individual Settlement Share will be allocated 20% to the settlement of wages claims and 80% to the settlement of claims for interest, penalties, and non-wage damages. The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

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CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

11. **Ascertainability:** The proposed Class is defined as all non-exempt employees who worked for Defendant in California at any time during the Class Period, which is from August 22, 2020 to July 3, 2026.

12. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 667 individuals who worked an estimated total of 24,274 Workweeks.

13. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuits, including the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across its non-exempt employees who worked for Defendant in California at any time during the Class Period.

14. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a class action against her former employer. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary

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to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the challenge and risk of commencing and maintaining the actions, and she has not yet received any monetary benefit for her service to date. Plaintiff put her own interests aside and brought publicly filed lawsuits against an employer not just for her benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

15. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

16. Edwin Aiwazian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately

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September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. He was admitted to practice law in California in 2004 and in Washington in 2026. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

17. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010 and in Washington 2026. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited

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to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

18. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), New York (since 2013), and Washington (since 2026), and is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, all U.S. District Courts in Washington, the U.S. District Court for the Southern District of New York, the U.S. District Court for the Eastern District of New York, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with

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class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She has been a speaker regarding topics in wage and hour law at the California Employment Lawyers Association's continuing legal education events.

19. I am a member of Lawyers *for* Justice, PC. I received my Bachelor's degree from the University of California, San Diego in 2010 and earned my Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia,* researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

20. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

21. Class Counsel has litigated the cases for over two (2) years and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive

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settlement negotiations and participated in a full-day mediation conducted by Michael Ludwig, a well-respected mediator experienced in mediating complex labor and employment matters. In the course of these lawsuits and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of Plaintiff, Aggrieved Employees, and the State of California, against the Released Parties.

22. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a volume of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, Defendant's operations and employment practices, forms, and policies, among other information and documents. Class

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Counsel had the opportunity to interview Plaintiff to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

23. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in the lawsuits is fair, adequate, and reasonable.

24. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

25. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the

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class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

26. Plaintiff's actions allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to properly compensate minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL")) and gives rise to civil penalties recoverable under PAGA.

27. Based on data provided by Defendant and extrapolated by Plaintiff, the total number of Class Members during the period from August 22, 2020 to July 3, 2026 ("relevant time period") was estimated to be approximately 667 individuals who worked an estimated total of 24,274 workweeks with an average hourly rate of pay of $18.64.

28. Plaintiff contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were required to remain on premises during rest

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breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and Class Members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other Class Members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones and vehicles for work duties.

29. Class Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid Class Members over the California minimum wage for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiff and Class Members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

30. Class Counsel considered information, data, and documents obtained from Plaintiff,

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Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the actions having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the actions (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the actions and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $678,701.04 (24,274 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of $27.96, which is based on the average hourly rate of $18.64). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $441,155.68), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $264,693.41), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $79,408.02).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $452,467.36 (24,274 workweeks x 1 hour of unpaid minimum wages x average

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hourly rate of $18.64). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $271,480.42), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $135,740.21), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $27,148.04).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $452,467.36 (24,274 workweeks x 1 meal period premium x average hourly rate of $18.64). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $294,103.78), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $176,462.27), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $52,938.68).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $452,467.36 (24,274 workweeks x 1 rest period premium x average hourly rate of $18.64). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $294,103.78), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $147,051.89), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $29,410.38).

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e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 368 Class Members had been terminated during the three-year statute of limitations (i.e., from August 22, 2021). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be $1,646,284.80 collectively (368 individuals x [30 days x hourly rate of $18.64 x 8 hours]), or approximately $4,473.60 per individual. At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,070,085.12), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $535,042.56), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $107,008.51).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be $575,450.00 ([255 initial violations x $50 statutory penalty] + [5,627 subsequent violations x $100 statutory penalty]). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $374,042.50), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $187,021.25), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $37,404.25).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is

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considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be $135,934.40 (24,274 workweeks x $5.60 unreimbursed business expenses). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $81,560.64), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $40,780.32), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $12,234.10).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the cases (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately $548,250.00 (255 aggrieved employees estimated to have worked during one-year statutory period x $2,150 civil penalties). At this juncture a discount of 45% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $301,537.50), and a discount of 70% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to $90,461.25).

31. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale. California 91203

additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

32. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, the Aggrieved Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 3rd day of November 2026, at Glendale, California.



Brian J. St. John

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale. California 91203

EXHIBIT 1

LAWYERS FOR JUSTICE, PC

June 18, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *FALCON FARMS, INC.*

Dear Representative:

We have been retained to represent Amparo Brijil against Falcon Farms, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Falcon Farms") for violations of California wage-and-hour laws. Ms. Brijil seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Brijil seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Falcon Farms employed Ms. Brijil as an hourly-paid, non-exempt employee from approximately January 2024 to approximately February 2024, in the State of California.

The "aggrieved employees" that Ms. Brijil may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Falcon Farms has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 14-2001.

Falcon Farms required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Falcon Farms rounded the work time recorded by aggrieved

employees in a manner that was not fair and neutral on its face and/or that favored Falcon Farms over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Brijil and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Brijil and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Falcon Farms required Ms. Brijil and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Falcon Farms also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Falcon Farms failed to pay Ms. Brijil and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Falcon Farms failed to pay Ms. Brijil and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Falcon Farms did not provide Ms. Brijil and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Falcon Farms were in

violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Brijil and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Brijil and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Brijil and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Brijil and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Brijil and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Falcon Farms failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Brijil and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Falcon Farms did not provide Ms. Brijil and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 14-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Falcon Farms failed to pay Ms. Brijil and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which

Ms. Brijil and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Falcon Farms failed to pay Ms. Brijil and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Brijil and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Brijil and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Falcon Farms. These costs include, but are not limited to, the use of personal phones for work-related tasks, the use of mileage on personal vehicles for work-related tasks.

Therefore, on behalf of all aggrieved employees, Ms. Brijil seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Falcon Farms, Inc.
c/o Abdelghani Chabouk
Agent for Service of Process
645 W Anaheim Street
Long Beach, CA 90813

EXHIBIT 2

Docusign Envelope ID: 5FBDA8FB-32A0-8D12-81C5-2935CC2A8C69

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement Agreement", "Settlement", or "Agreement") is made by and between plaintiff Amparo Brijil ("Plaintiff"), and defendant Falcon Farms, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

This Settlement Agreement sets forth the Parties' class and Private Attorneys General Act representative action settlement to resolve the Actions (as defined below), Plaintiffs' PAGA Notices (as defined below), and the claims as set forth herein.

1. DEFINITIONS.

1.1. "Action(s)" means, collectively, the Plaintiff's lawsuits alleging wage and hour violations against Defendant entitled *Amparo Brijil v. Falcon Farms, Inc.*, Los Angeles Case No. 24STCV21467 initiated on August 22, 2024 (the "Class Action"), and *Amparo Brijil v. Falcon Farms, Inc.*, Los Angeles Case No. 24LBCV01795 initiated on August 22, 2024 (the "PAGA Action").

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the third-party neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" or "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administration of the Settlement, in accordance with the Administrator's "not to exceed" bid or quote provided to the Parties.

1.4. "Aggrieved Employees" means all non-exempt employees worked for Defendant in California at any time during the PAGA Period.

1.5. "Class" means all non-exempt employees worked for Defendant in California at any time during the Class Period.

1.6. "Class Counsel" means, collectively, Lawyers *for* Justice, P.C.

1.7. "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reasonable attorneys' fees for Class Counsel's litigation and resolution of the Actions.

1.8. "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reimbursement of actual litigation costs and expenses incurred in the Action(s).

1.9. "Class Data" means a list of Class Member identifying information in Defendant's possession, which Defendant shall diligently and in good faith compile from their records, including each Class Member's full name, last-known mailing address, Social Security number, number of Workweeks during the Class Period, and number of Pay Periods during the PAGA Period.

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1.10. "Class Member" means all members of the Class.

1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using the National Change of Address database.

1.12. "Class Notice" means the Notice of Class Action Settlement, approved by the Court and ordered to be mailed to Class Members in English, with translation to Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13. "Class Period" means the period from August 22, 2020, to July 3, 2026.

1.14. "Class Representative" means the Plaintiff Amparo Brijil.

1.15. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.16. "Class Settlement" means the settlement and resolution of the Released Class Claims.

1.17. "Court" means the Superior Court of California, County of Los Angeles.

1.18. "Defendant" means defendant Falcon Farms, Inc.

1.19. "Defense Counsel" means counsel for Defendant, who is Kathryn T. McGuigan of Leech Tishman.

1.20. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval Order; and (b) the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.23. "Gross Settlement Amount" means $772,500.00 which is the total amount that Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Settlement Shares, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses, Class Representatives

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Service Payments, and Administration Expenses Payment.

1.24. "Individual Settlement Share" means a Class Member's *pro rata* share of the Net Settlement Amount that the Class Member may be eligible to receive for the Class Settlement, calculated according to the number of Workweeks credited to the Class Member during the Class Period.

1.25. "Individual PAGA Payment" means an Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties that the Aggrieved Employee is eligible to receive for the PAGA Settlement, calculated according to the number of Pay Periods credited to the Aggrieved Employee during the PAGA Period.

1.26. "Individual Settlement Payment" means the net payment of each Participating Class Member's share of the Net Settlement Amount (i.e., their Individual Settlement Share), after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

1.27. "Judgment" means the judgment entered by the Court based upon the Final Approval Order.

1.28. "LWDA" means the California Labor and Workforce Development Agency

1.29. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is the portion of the Gross Settlement Amount to be paid to Participating Class Members as Individual Settlement Shares.

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

1.32. "Objection" means a Participating Class Member's submission of a written objection to the Class Settlement, which must: (a) contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified mailing address, postmarked on or before the Response Deadline.

1.33. "PAGA Period" means the period from June 18, 2023, to July 3, 2026.

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1.34. "PAGA" means the Private Attorneys General Act (California Labor Code § 2698. *et seq*.). Unless otherwise specified, all citations and references to the PAGA statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Actions or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was filed prior to June 19, 2024.

1.35. "PAGA Notice" means, collectively, Plaintiff Amparo Brijil's letter sent on June 18, 2024, to Defendant and the LWDA, providing notice pursuant to the PAGA statute.

1.36. "PAGA Penalties" means the total amount of $100,000.00 that the Parties have agreed to allocate toward PAGA civil penalties, to be paid from the Gross Settlement Amount and distributed 25% to the Aggrieved Employees ($25,000.00) and 75% to LWDA ($75,000.00) (i.e., LWDA PAGA Payment) for the PAGA Settlement.

1.37. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.39. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period, which will be calculated by Defendant by reviewing each Aggrieved Employee's payroll records to determine the total number of pay period the Aggrieved Employee worked and was paid by Defendant.

1.40. "Plaintiff" means, Amparo Brijil.

1.41. "Preliminary Approval" means the entry of the Court's Preliminary Approval Order.

1.42. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.43. "Released Class Claims" means the claims being released as described in Section 5.2 below.

1.44. "Released PAGA Claims" means the claims being released as described in Section 5.3 below.

1.45. "Released Parties" means: Defendant Falcon Farms, Inc. and any of former and/or current parent companies, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessor, successor, assigns or legal representatives which could be liable for any of the Released Class Claims and/or Released PAGA Claims.

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1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement, which must: (a) contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Administrator at the specified mailing address, postmarked on or before the Response Deadline.

1.47. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion, (b) mail Objections, or (c) mail challenges to Workweeks and/or Pay Periods. Class Members to whom Class Notices are resent after having been returned as undeliverable to the Administrator on or before the Response Deadline, shall have their Response Deadline extended by fourteen (14) calendar days.

1.48. "Workweek" means any week during which a Class Member worked for Defendant, during the Class Period, which will be calculated by Defendant by reviewing each Class Member's time and attendance records for the Class Period, determining each week the Class Member worked and totaling the weeks worked.

2. RECITALS

2.1. On August 22, 2024, Plaintiff Amparo Brijil commenced the Class Action by filing a Class Action Complaint for Damages ("Class Complaint") alleging causes of action against Defendant for: (1) failing to properly pay overtime wages; (2) failing to provide compliant meal periods and associated premiums; (3) failing to provide compliant rest periods and associated premiums; (4) failing to properly pay minimum wages; (5) failing to timely pay final wages and associated waiting-time penalties; (6) failing to timely pay wages during employment; (7) failing to provide compliant wages statements; (8) failing to keep requisite payroll records; (9) failing to reimburse business expenses; and (10) violations of California Business & Professions Code § 17200, *et seq*.

On June 18, 2024, Class Counsel submitted a letter on behalf of Plaintiff to California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 14-2001. On August 22, 2024, Plaintiff Amparo Brijil commenced the PAGA Action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., ("PAGA Complaint") alleging a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

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The Class Complaint and the PAGA Complaint collectively are referred to as the "Operative Complaints."

Defendant denies the allegations in the Operative Complaints, deny any failure to comply with the laws identified in in the Operative Complaints, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to the PAGA statute, Plaintiff gave timely written notice to Defendant and the LWDA by sending their respective PAGA Notice.

2.3. On August 21, 2025, the Parties participated in mediation presided over by Michael Ludwig, a respected mediator in wage and hour class and representative actions, which led to this Agreement to settle the Actions.

2.4. Prior to reaching the Settlement, Plaintiff obtained, through informal discovery efforts, extensive information, data, and documents regarding Defendant's relevant employment and operations policies, practices, and procedures in effect during the liability period, Plaintiff's employment records, a 10% sampling of class timekeeping and payroll data, wage statement exemplars, and class datapoints. Plaintiff's investigation is 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 already granted class certification.

2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter(s) or action(s) asserting claims that may be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant agrees to pay $772,500.00 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 Settlement Shares. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees without requiring the submission of any claim as a condition of payment. All of the Gross Settlement Amount will be fully disbursed and none of the Gross Settlement Amount will revert to Defendant, under the terms of the Settlement.

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 Order:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative

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of not more than $7,500.00, in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to receive. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Representative Service Payment in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is $270,375.00 and a Class Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. With respect to the Class Counsel Fees Payment, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles for Class Counsel, shall be paid separately by Class Counsel and shall not be included in the Administration Expenses Payment.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $12,000.00 except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things), translations of the Class Notice from English to Spanish, printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax

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reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent the Administration Expenses are less or the Court approves payment less than $12,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: The Administrator will calculate each Individual Settlement Share by (a) dividing the Net Settlement Amount by the total number of Workweeks credited to all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's individual number of Workweeks credited during the Class Period.

3.2.4.1. Tax Allocation of Individual Settlement Share. 20% of each Participating Class Member's Individual Settlement Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to reduction for the employee's share of taxes and withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Settlement Share will be allocated to settlement of claims for interest, penalties, and non-wage damages (the "Non-Wage Portion"). The Administrator will not undertake any reduction for taxes and withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS 1099 Forms (if required). The Administrator will withhold (and remit to the appropriate taxing authorities) the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Participating Class Members assume full responsibility and liability for any employee's share of taxes owed on their Individual Settlement Share. The Administrator shall also obtain the employer taxes from Defendant, which are separate from and additional to the Gross Settlement Amount, and remit them to the appropriate taxing authorities.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Settlement Shares. Non-Participating Class Members will not receive an Individual Settlement Payment. The Administrator will retain amounts equal to their Individual Settlement Shares in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000.00 are to be paid from the Gross Settlement Amount. 75% of the PAGA Penalties ($75,000.00) shall be allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties ($25,000.00) shall be allocated to the Individual PAGA Payments.

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 ($25,000.00) by the total number of Pay Periods credited to all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods credited during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount, and will allocate 75% of the approved PAGA Penalties to the LWDA and 25% of the approved PAGA Penalties to the Individual PAGA Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will be reported on IRS 1099 Forms (if applicable) by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and Pay Periods. Based on a review of their records to date, Defendant represents there are 667 Class Members who are collectively credited with a total of 24,274 Workweeks during the period from August 22, 2020 through July 3, 2026, and approximately 255 Aggrieved Employees who are collectively credited with a total of approximately 5,882 Pay Periods during the period from June 18, 2023 through July 3, 2026.

4.2. Class Data. Not later than fifteen (15) 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 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. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member information and to provide corrected or updated Class Data as soon as reasonably feasible.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after entry of the Court's Final Approval Order.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount and Defendant's share of payroll taxes, the Administrator will mail checks for Individual Settlement Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses, and Class Representative Service Payment shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

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4.4.1. The Administrator will issue checks for the Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which shall be one hundred and eighty (180) days after the date of the initial mailing of the check ("Check Void Date"), and the Administrator will cancel all checks after the Check Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment (if applicable). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address, if they are returned within sixty (60) days of the initial mailing of the checks. Within three (3) business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member and/or Aggrieved Employee prior to the void date.

4.4.3. For any leftover funds represented by Individual Settlement Payment and Individual PAGA Payment checks that were canceled after the Check Void Date, the Administrator shall transmit the funds to the California Controller's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee 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 Settlement Shares and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1 Plaintiff's Release. Upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, Plaintiff and their respective former and present

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spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints and PAGA Notices ("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 knows or believes to be true but agrees, 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 relinquish 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."

5.2 Participating Class Members' Class Settlement Release: Upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims, arising during the Class Period, under state, federal, or local law, whether statutory, common law, or administrative law, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints, including but not limited to: failure to properly pay minimum wages; failure to properly pay overtime wages; failure to provide compliant rest periods and associated premiums; failure to provide compliant meal periods and associated premiums; failure to timely pay final wages and associated waiting-time penalties; failure to timely pay wages during employment; failure to maintain requisite payroll records; failure to provide compliant wage statements; failure to reimburse business expenses; unfair or unlawful business practices in violation of California Business and Professions Code section 17200, *et seq*. based on the aforementioned (collectively, "Released Class Claims"). As part of the release of the Released Class Claims, 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 occurrences outside the Class Period.

5.3 State of California and Aggrieved Employees' PAGA Settlement Release: Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved

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Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*., arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices, to the extent alleged in the Operative Complaints, including but not limited to: failure to properly pay minimum wages; failure to properly pay overtime wages; failure to provide compliant rest periods and associated premiums; failure to provide compliant meal periods and associated premium pay; failure to pay timely final wages and associated waiting-time penalties; failure to timely pay wages during employment; failure to maintain requisite payroll records; failure to provide compliant wage statements; and failure to reimburse necessary business-related expenses (collectively, "Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for motions for preliminary approval of class action settlements.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel signed declarations from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, if applicable. In their declarations, Defense Counsel and Defendant shall aver whether or not they are aware of any other pending matter or action asserting claims that may be extinguished or adversely affected by the Settlement.

6.2 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 addresses the factors in *Dunk/Kullar* and a request for approval of the PAGA Settlement under the PAGA statute; (ii) a draft of the proposed Preliminary Approval Order; (iii) a draft of the proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid or quote 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) signed declarations from Plaintiff confirming their willingness and competency to serve, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) signed declarations from Class Counsel attesting to their competency to represent the Class Members; their timely transmissions to the LWDA of all documents and information (e.g., initial notice of violations, Operative Complaints, , this Agreement, case and/or settlement-related information, and Final Approval Order and Judgment) required by the PAGA statute; (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or

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the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether or not they are aware of any other pending matter or action asserting claims that may be extinguished or affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

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

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and as a condition of appointment, Phoenix Class Action Administration Solutions shall be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own or a separate Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form

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attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Share and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned, on or before the Response Deadline, by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS; if the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed because it was returned as undelivered prior to the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, the Parties will submit a stipulation to the Court reflecting this agreement and, upon Court approval thereof, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Class Notice, or the Response Deadline in the Class Notice, whichever is later.

7.5 Requests for Exclusion from the Class Settlement (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion no later than the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all of the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class

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Member's desire to be excluded from the Class Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Sections 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion shall not be issued an Individual Settlement Payment or have the right to object to the Class Settlement. All Aggrieved Employees are bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they seek exclusion from the Class Settlement.

7.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member and/or Aggrieved Employee shall have until the Response Deadline to challenge the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member in the Class Notice. The challenge must (a) contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Member and/or Aggrieved Employee; (c) clearly state that the Class Member and/or Aggrieved Employee challenges the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's and/or Aggrieved Employe's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks and/or Pay Periods challenges to Defense Counsel and Class Counsel and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.7 Objections to Class Settlement. Only Participating Class Members may object to the Class Settlement.

7.7.1 Participating Class Members may send written Objections to the Administrator, by email or mail, on or before the Response Deadline. In the alternative or in addition to submitting a written Objection, Participating Class Members may

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appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

7.7.2 Non-Participating Class Members have no right to object to the Class Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks required by this Agreement for administration of the notice and settlement payment distribution process.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use portion of its existing website to post copies of the Settlement Agreement (and any amendment(s) thereto), the Motion for Preliminary Approval (and any supplemental papers filed in support thereof), the Preliminary Approval Order (and any other orders reflecting the date, time, and location for the Final Approval Hearing), an exemplar Class Notice, the Motion for Final Approval (and if applicable, any separate motion seeking Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representatives Service Payments), the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion that it receives, to ascertain whether they are valid and timely. No later than five (5) days after the expiration of the Response Deadline or any applicable extended Response Deadline (whichever is later), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion ("Exclusion List"); (b) the full names and other identifying information of Class Members who have submitted invalid and/or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of whether Requests for Exclusion are valid and timely and attach copies of all Requests for Exclusion and Objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks and/or Pay

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Periods allocated to them. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration Prior to Final Approval. No later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections it received, attach the Objections it received, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Accounting Compliance Report by Settlement Administrator After Final Approval. Within ten (10) days after the Check Void Date, the Administrator will provide Class Counsel and Defense Counsel with an accounting compliance report detailing all funds received and disbursements made under the Settlement up to that point, and the amount of funds remaining after cancelation of Individual Settlement Payment and Individual PAGA Payment checks and available for transfer pursuant to Section 4.4.3. At least five (5) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all Individual Settlement Payments and Individual PAGA Payments, and if required to be filed with the Court, Class Counsel is responsible for filing the Administrator's declaration in Court.

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

8 MOTION FOR FINAL APPROVAL.

8.1 Not later than sixteen (16) court days before the calendared Final Approval Hearing, or such other deadline set by the Court, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under California Labor Code section 2699, subd. (l) and a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts

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of the motion papers to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.2 Response to Objections. Each Party retains the right to respond to any objection raised by any Class Member, regardless of the fact that only Participating Class Members have the option to object to the Class Settlement, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of any of the releases of claims), the Parties will expeditiously work together, in good faith, to address the Court's concerns by revising the Agreement as necessary to obtain approval.

8.4 Final Approval. The Court's decision to award less than the amounts requested for the Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

8.5 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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.

8.6 Notice of Entry. Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on the website to be established pursuant to Paragraph 7.8.1 herein, for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

8.7 Waiver of Right to Appeal. Provided that the Final Approval Order and Judgment are consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Class Settlement as provided in this Agreement, waive all rights to appeal from the Final Approval Order and 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 there is an appeal with respect to the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Approval Order and Judgment become final, except as to matters that do not affect the amount of the Gross Settlement Amount or Net Settlement Amount.

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8.8 Appellate Court Orders to Vacate, Reverse, or Materially Modify Final Approval Order and Judgment. If the reviewing court vacates, reverses, or modifies the Final Approval Order and Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the releases of claims), 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 entry of a Final Approval Order and Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payments or any payments to Class Counsel shall not constitute a material modification of the Final Approval Order and Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

10 **ADDITIONAL PROVISIONS.**

10.1 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 Complaints or Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter the Final Approval Order and Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each

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other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

10.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Final Approval Order or Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

10.6 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 exchange of information, data, and documents, executing documents, 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, or, if necessary, the Court for resolution.

10.7 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement Agreement.

10.8 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 Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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10.9 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.

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

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

10.12 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.

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

10.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 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, which were not otherwise formally produced to Plaintiff, 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.

10.15 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.

10.16 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.

10.17 Notice. 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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	To Defendant:
Arby Aiwazian (arby@calljustice.com) Joanna Ghosh (joanna@calljustice.com) Ryan Slinger (r.slinger@calljustice.com) Alborz Javaheri (a.javaheri@calljustice.com) Morgan Barney (morgan@calljustice.com)	Kathryn T. McGuigan (kmcguigan@leechtishman.com) **LEECH TISHMAN** 1100 Glendon Avenue, 14th Floor Los Angeles, California 90024

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LAWYERS *for* JUSTICE, PC 450 North Brand Boulevard, Suite 900 Glendale, California 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021 Attorneys for Plaintiff	Tel: (424) 738-4400 / Fax: (310 Attorneys for Defendant

10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign, AssureSign, Nintex, or similar e-signature service), 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 exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Code of Civil Procedure section 583.330, they agree to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310, *et seq.* for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement and agree to its terms:

IT IS SO AGREED.

PLAINTIFF AMPARO BRIJIL

Dated: 09/02/2026, 20__

Electronically Signed 2026-09-02 18:37:27 UTC - 47.143.20.174
Nintex AssureSign® e0adffc1-54ff-474c-8931-b4b901323ae1

Plaintiff Amparo Brijil

DEFENDANT FALCON FARMS, INC.

Dated: 9/1/2026 | 12:59 PM PDT, 20__

DocuSigned by:
64C52D0E5F6C4BD...

Name: luisa rengifo

Title: Counsel

On behalf of _____

APPROVED AS TO FORM:

Docusign Envelope ID: 5FBDA8FB-32A0-8D12-81C5-2935CC2A8C69

LAWYERS *for* JUSTICE, P.C.

Dated: 09/02/2026, 2026

Arby Aiwazian
Joanna Ghosh
Aliza Grossman
Morgan Barney
Attorneys for Plaintiff

LEECH TISHMAN

Dated: September 2, 2026

Kathryn T. McGuigan
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Amparo Brijil v. Falcon Farms, Inc.

Superior Court of California for the County of Los Angeles, Case No. 24STCV21467 ("Class Action")

Amparo Brijil v. Falcon Farms, Inc.

Superior Court of California for the County of Los Angeles, Case No. 24LBCV01795 ("PAGA Action")

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and PAGA settlement has been reached between Plaintiff Amparo Brijil ("Plaintiff") and Defendant Falcon Farms, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the cases entitled *Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24STCV21467 ("Class Action") and *Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24LBCV01795 ("PAGA Action") (together, the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Aggrieved Employees**" means all non-exempt employees worked for Defendant in California at any time during the PAGA Period.

"**Class**" means all non-exempt employees worked for Defendant in California at any time during the Class Period.

"**Class Member**" means all members of the Class.

"**Class Period**" means the period from August 22, 2020, through July 3, 2026.

"**Class Settlement**" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"**PAGA Period**" means the time period from June 18, 2023, through July 3, 2026.

"**PAGA Settlement**" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On June 18, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice").

On August 22, 2024, Plaintiff filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 24STCV21467. On August 22, 2024, Plaintiff filed a Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On November 15, 2024, the Court related the Actions and deemed the Class Action as the lead case.

Plaintiff alleges that Defendant failed to properly pay minimum wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Administrator"), Plaintiff Amparo Brijil as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Alborz Javaheri, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or challenge the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III.B and V below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is $772,500.00 (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., $270,375.00) ("Class Counsel Fees Payment") and reimbursement of litigation costs and expenses in an amount up to $20,000.00 ("Class Counsel Litigation Expenses Payment") to Class Counsel; (2) Class Representative Service Payment in an amount up to $7,500.00 to Plaintiff; (3) Administration Expenses Payment in an amount up to $12,000.00 to the Administrator; and (4) the amount of $100,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalties"). The PAGA Penalties will be distributed 75% ($75,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $25,000.00) will be distributed to Aggrieved Employees.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks during which a Class Member worked for Defendant, during the Class Period ("Workweeks"). The Administrator will divide the Net Settlement Amount by the total number of Workweeks credited to all Participating Class Members during the Class Period, and multiply the result by each Participating Class Member's individual number of Workweeks credited during the Class Period to arrive at each Class Members' Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% to the settlement of wage claims ("Wage Portion"), which will be reported on an IRS Form W-2, and 80% to the settlement of interest, penalty, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the Wage Portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the Wage Portions of the Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of 25% of PAGA Penalties ("Individual PAGA Payment"), based on the number of pay periods during which an Aggrieved Employee worked for Defendant during the PAGA Period ("Pay Periods"). The Administrator will divide the amount of Aggrieved Employees' 25% share of PAGA Penalties ($25,000.00) by the total number of Pay Periods credited to all Aggrieved Employees during the PAGA Period, and multiply the result by each Aggrieved Employee's individual number of Pay Periods credited during

the PAGA Period to arrive at each Aggrieved Employee's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Administrator as soon as possible and provide your corrected and/or updated mailing address to the Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or Pay Periods Based on Defendant's Records

According to Defendant's records:

From August 22, 2020 through July 3, 2026 (i.e., Class Period), you are credited with <<_____>> Workweeks.

From June 18, 2023 through July 3, 2026 (i.e., PAGA Period), you are credited with <<_____>> Pay Periods.

If you wish to challenge the Workweeks and/or Pay Periods credited to you, you must submit a challenge that: (a) contain the case name and number of one of the Actions (*Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24STCV21467 or *Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24LBCV01795); (b) contain your full name, mailing address, signature, and last four digits of the Social Security number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you is correct; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be $<<_____>>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be $<<_____>>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from the Released Class Claims.

Upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, Plaintiff, the State of California with respect to Aggrieved Employees, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from the Released PAGA Claims.

"Released Class Claims" means all claims, arising during the Class Period, under state, federal, or local law, whether statutory, common law, or administrative law, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints, including but not limited to: failure to properly pay minimum wages; failure to properly pay overtime wages; failure to provide compliant rest periods and associated premiums; failure to provide compliant meal

periods and associated premiums; failure to timely pay final wages and associated waiting-time penalties; failure to timely pay wages during employment; failure to maintain requisite payroll records; failure to provide compliant wage statements; failure to reimburse business expenses; unfair or unlawful business practices in violation of California Business and Professions Code section 17200, et seq. based on the aforementioned.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices, to the extent alleged in the Operative Complaints, including but not limited to: failure to properly pay minimum wages; failure to properly pay overtime wages; failure to provide compliant rest periods and associated premiums; failure to provide compliant meal periods and associated premium pay; failure to pay timely final wages and associated waiting- time penalties; failure to timely pay wages during employment; failure to maintain requisite payroll records; failure to provide compliant wage statements; and failure to reimburse necessary business-related expenses

"Released Parties" means Defendant Falcon Farms, Inc. and any of former and/or current parent companies, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessor, successor, assigns or legal representatives which could be liable for any of the Released Class Claims and/or Released PAGA Claims.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to $270,375.00) ("Class Counsel Fees Payment") and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars ($20,000.00) ("Class Counsel Litigation Expenses Payment"), subject to approval by the Court. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars ($7,500.00) ("Class Representative Service Payment"), in recognition of her services in connection with the Action and her broader individual release and waiver of claims. The Class Representative Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Administration Expenses Payment to Administrator

Payment to the Administrator is estimated not to exceed Twelve Thousand Dollars ($12,000.00) ("Administration Expenses Payment") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion to the Class Settlement, Objections to the Class Settlement, and challenges to Workweeks and/or Pay Periods, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fully fund the Gross Settlement Amount and Defendant's share of payroll taxes within fourteen (14) calendar days of the Court's Final Approval Order, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur no within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual

PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of one of the Actions (*Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24STCV21467 or *Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24LBCV01795); (b) contain your full name, mailing address, signature, and last four (4) digits of the Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked **on or before [Response Deadline]** at the following address:

Phoenix Class Action Administration Solutions
[Address and E-mail Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Administrator. Alternatively, or in addition, you may appear in Court (or hire an attorney to appear in Court) to present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of one of the Actions (*Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24STCV21467 or *Amparo Brijil v. Falcon Farms, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 24LBCV01795); (b) contain your full name, mailing address, signature, and last four digits of the Social Security number; (c) contain a written statement of all grounds for the objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked **on or before [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring St, Los Angeles, California 90012 , on **<<date>>**, at **<<time>>**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, and Administration Expenses Payment to the Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: https://www.lacourt.ca.gov/pages/lp/lacc-welcome.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: https://www.lacourt.ca.gov/.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 312 North Spring St, Los Angeles, California 90012, during business hours, or online by visiting the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access and typing in the case number of the Class Action "24STCV21467."

If the Court grants final approval of the Settlement, the Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.