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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

[PROPOSED] ORDER GRANTING 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

This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the Superior Court of the State of California, for the County of Los Angeles, on April 13, 2027, at 10:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Amparo Brijil ("Plaintiff"), individually and on behalf of all others similarly situated and aggrieved employees and Leech Tishman Nelson Hardiman appears as counsel for Defendant Falcon Farms, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their and each other's respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the cases. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, Administration Expenses Payment, and payments to the Participating Class Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All non-exempt employees worked for Defendant in California at any time during the Class Period.

7. The Court provisionally appoints Lawyers *for* Justice, PC, collectively, as Class Counsel.

8. The Court provisionally appoints Plaintiff Amparo Brijil as the Class Representative.

9. The Court provisionally appoints Phoenix Class Action Administration Solutions to handle the administration of the Settlement ("Administrator").

10. Within fifteen (15) calendar days after entry of this Preliminary Approval Order, Defendant shall provide the Administrator 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 (collectively referred to as the "Class Data") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as "**EXHIBIT A**." The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' and Aggrieved Employees' right to challenge the Workweeks and/or the Pay Periods credited to each of them, and of each Participating Class Member's right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days of received the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice ("Response Deadline"). In the case of a re-mailed Class Notice, the Response Deadline shall be extended by fourteen (14) calendar days from the date of the Response Deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement will not be a

Participating Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 12 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an Objection to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be

deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable Carolyn B. Kuhl
Judge of the Superior Court

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.