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 15 on behalf of himself and others similarly situated

16 *(Additional Counsel on Following Page)*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF SAN FRANCISCO**

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

21 Plaintiff,

22 vs.

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

27 Defendants.

) Case No. CGC-24-614442

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

) Action Filed: May 6, 2024

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

5 **1. DEFINITIONS.**

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

10 1.2. “Administrator” means Apex Class Actions, LLC the neutral entity the Parties have  
11 agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid  
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in  
15 connection with Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means all current and former non-exempt employees who  
17 worked for Defendant within the State of California at any time from May 6, 2023 to  
18 October 1, 2025.

19 1.5. “Class Members” means all current and former non-exempt employees who worked  
20 for Defendant within the State of California at any time from May 6, 2020 through  
21 October 1, 2025 or earlier pursuant to Paragraph 8.

22 1.6. “Class Counsel” means D.Law, Inc.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”  
24 mean the amounts allocated to Class Counsel for reimbursement of reasonable  
25 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information in Defendant’s possession  
27 including the Class Member’s full name, last-known mailing address, Social Security  
28 number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either  
2 a Participating Class Member or Non-Participating Class Member (including a Non-  
3 Participating Class Member who qualifies as an Aggrieved Employee).
- 4 1.10. “Class Member Address Search” means the Administrator’s investigation and search  
5 for current Class Member mailing addresses using all reasonably available sources,  
6 methods and means, including, but not limited to, the National Change of Address  
7 database, skip traces, and direct contact by the Administrator with Class Members.
- 8 1.11. “Class Notice” means the Court-approved Notice of Class Action Settlement and  
9 Hearing Date for Final Court Approval, to be mailed to Class Members in English and  
10 Spanish, in the form, without material variation, attached as Exhibit A and incorporated  
11 by reference into this Agreement.
- 12 1.12. “Class Period” means May 6, 2020 through the earlier of October 1, 2025 or earlier  
13 pursuant to Paragraph 8.
- 14 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the  
15 Action seeking Court approval to serve as a Class Representative, Plaintiff Leif  
16 Rodseth.
- 17 1.14. “Class Representative Service Payment” means the payment to the Class  
18 Representative for initiating the Action and providing services in support of the Action.
- 19 1.15. “Court” means the Superior Court of California, County of San Francisco.
- 20 1.16. “Defendant” means named Defendant Chicken Coup, LLC dba Starbird Chicken.
- 21 1.17. “Defense Counsel” means Fermin Llaguno, Laura Hayward, and Robert Geiger of  
22 Littler Mendelson, P.C.
- 23 1.18. “Effective Date” shall mean the day after the last date to appeal Final Approval and  
24 Judgment by the Court and no appeal is filed; or, if an appeal is filed, or review or writ  
25 is sought from the Judgment, then it shall mean the day after the Judgment is affirmed  
26 or the appeal, review, or writ is dismissed or denied, and the Judgment is no longer  
27 subject to further judicial review.
- 28 1.19. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

- 1 1.20. “Final Approval Hearing” means the Court’s Hearing on Plaintiff’s Motion for Final  
2 Approval of the Settlement.
- 3 1.21. “Final Judgment” or “Judgment” means the Judgment entered by the Court upon  
4 Granting Final Approval of the Settlement.
- 5 1.22. “Gross Settlement Amount” means Seven Hundred Twenty Thousand Five Hundred  
6 Fifty Dollars and Zero Cents (\$720,550.00), which is the total amount Defendant agrees  
7 to pay under the Settlement, excluding Defendant’s share of payroll taxes, which shall  
8 be paid by Defendant separately and in addition to the Gross Settlement Amount,  
9 except as provided in Paragraph 8 below. The Gross Settlement Amount will be used  
10 to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA  
11 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
12 Payment, Class Representative Service Payment, and the Administration Expenses  
13 Payment.
- 14 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of  
15 the Net Settlement Amount calculated according to the number of Workweeks he/she  
16 worked during the Class Period.
- 17 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%  
18 of the PAGA Penalties calculated according to the number of PAGA Pay Periods he/she  
19 worked during the PAGA Period.
- 20 1.25. “LWDA” means the California Labor and Workforce Development Agency, the  
21 agency entitled under Labor Code section 2699, subd. (i).
- 22 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
23 under Labor Code section 2699, subd. (i).
- 24 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
25 payments in the amounts approved by the Court: Individual PAGA Payments, the  
26 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees  
27 Payment, Class Counsel Litigation Expenses Payment, and the Administration  
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1 Expenses Payment, the remainder of which is to be paid to Participating Class Members  
2 as Individual Class Payments.

3 1.28. “Non-Participating Class Member” means any Class Member who opts out of the  
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
6 worked for Defendant for at least one day during the PAGA Period.

7 1.30. “PAGA Period” means May 6, 2023 until October 1, 2025.

8 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

9 1.32. “PAGA Notice(s)” means Plaintiff’s May 6, 2024 letter to Defendant and the LWDA  
10 providing notice pursuant to Labor Code section 2699.3, subd. (a).

11 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
12 Gross Settlement Amount, up to a maximum of Seventy-Two Thousand Fifty-Five  
13 Dollars and Zero Cents (\$72,055.00), allocated 25% to the Aggrieved Employees  
14 (Eighteen Thousand Thirteen Dollars and Seventy-Five Cents (\$18,013.75)), and 75%  
15 to the LWDA (Fifty-Four Thousand Forty-One Dollars and Twenty-Five Cents  
16 (\$54,041.25)), in settlement of PAGA claims.

17 1.34. “Participating Class Member” means a Class Member who does not submit a valid and  
18 timely Request for Exclusion from the Settlement.

19 1.35. “Plaintiff” means Leif Rodseth.

20 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of  
21 the Settlement.

22 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary  
23 Approval and Approval of PAGA Settlement.

24 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2  
25 below.

26 1.39. “Released PAGA Claims” means the claims being released as described in  
27 Paragraph 5.3 below.  
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- 1 1.40. “Released Parties” means Defendant and any of its past, present and future direct or  
2 indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of  
3 its past, present and future officers, directors, employees, partners, members,  
4 shareholders and agents, attorneys, insurers, and reinsurers.
- 5 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to  
6 be excluded from the Class Settlement signed by the Class Member.
- 7 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails the  
8 Class Notice and shall be the last date on which Class Members may: (a) fax, email, or  
9 mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail objections  
10 to the Settlement. Class Members to whom Notice Packets are re-sent after having  
11 been returned undeliverable to the Administrator shall have an additional ten (10)  
12 calendar days beyond the Response Deadline has expired.
- 13 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the  
14 Judgment.
- 15 1.44. “Workweek” means any week during which a Class Member worked for Defendant for  
16 at least one day during the Class Period.

17 **2. RECITALS.**

- 18 2.1. On May 6, 2024, Plaintiff Leif Rodseth commenced this Action by filing a Complaint  
19 alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (2)  
20 Failure to Pay Overtime Under Labor Code § 510; (3) Meal Period Liability under  
21 Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure  
22 to Provide Accurate Wage Statements Under Labor Code § 226(a); Failure to Timely  
23 Pay Wages Upon Termination Under Labor Code § 203; (7) Failure to Pay Vacation  
24 Wages Under Labor Code § 227.3; (8) Failure to Provide Sick Pay Under Labor Code  
25 § 246; (9) Failure to Timely Pay Wages When Due Under Labor Code § 204; (10)  
26 Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (11)  
27 Failure to Produce Requested Employment Records Under Labor Code §§ 226 and  
28 1198.5; (12) Failure to Reimburse Necessary Business Expenses Under Labor Code §

1 2802; and (13) Violation of Business & Professions Code § 17200, *et seq.* On May 6,  
2 2024, Plaintiff also filed a PAGA Notice. Plaintiffs filed an amended Complaint on  
3 August 15, 2024 adding a fourteenth cause of action for Penalties under PAGA, Labor  
4 Code § 2698 (“First Amended Complaint”). Defendant denies the allegations in the  
5 First Amended Complaint, denies any failure to comply with the laws identified in the  
6 First Amended Complaint, and denies any and all liability for the causes of action  
7 alleged. Defendant further denies that, for any purpose other than settling this Action,  
8 this Action is appropriate for class action or representative treatment.

9 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice  
10 to Defendant and the LWDA by sending the PAGA Notices on May 6, 2024.

11 2.3. On May 1, 2025, the Parties participated in an all-day mediation presided over by  
12 experienced wage and hour class action mediator David Phillips, Esq., which led to this  
13 Agreement to settle the Action.

14 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, relevant documents  
15 and class data from Defendant. Plaintiff’s investigation was sufficient to satisfy the  
16 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48  
17 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup>  
18 116, 129-130 (“*Dunk/Kullar*”).

19 2.5. The Court has not granted class certification.

20 2.6. The Parties, Class Counsel and Defense Counsel represent that this matter may relate  
21 to some claims in *Rafael Mateo and Scarleth Busto v. Chicken Coup, LLC dba Starbird*  
22 *Chicken*, CGC-25-621442, filed in San Francisco Superior Court on January 14, 2025,  
23 for which Defendant has already filed a Notice of Related Case. The proposed release  
24 in this Settlement Agreement will overlap with the claims in *Busto and Mateo*.

25 2.7. Class Counsel has conducted a thorough investigation into the facts of this Action,  
26 including an extensive review of relevant documents and data, and has diligently  
27 pursued an investigation of the Class Members’ claims against Defendant. Based on  
28 its and their own independent investigation and evaluation, Class Counsel are of the

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

7 2.8. The Parties agree to cooperate and take all steps necessary and appropriate to  
 8 consummate this Settlement in accordance with the terms of this Agreement.

9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
 11 Defendant promises to pay a maximum total payment of Seven Hundred Twenty  
 12 Thousand Five Hundred Fifty Dollars and Zero Cents (\$720,550.00), and no more, as  
 13 the Gross Settlement Amount, and to separately pay any and all employer payroll taxes  
 14 owed on the Wage Portions of the Individual Class Payments. Defendant has no  
 15 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the  
 16 deadline stated in Paragraph 4.3 of this Agreement. Except as otherwise specified  
 17 herein, Defendant shall not be required to pay any additional monies beyond the  
 18 amount of the Gross Settlement Amount plus the employer-side payroll taxes. The  
 19 Administrator will disburse the entire Gross Settlement Amount without asking or  
 20 requiring Participating Class Members or Aggrieved Employees to submit any claim  
 21 as a condition of payment. None of the Gross Settlement Amount will revert to  
 22 Defendant.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct  
 24 the following payments from the Gross Settlement Amount, in the amounts specified  
 25 by the Court in the Final Approval:

26 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative  
 27 of not more than Five Thousand Dollars and Zero Cents (\$5,000.00). Defendant  
 28 will not oppose Plaintiff's request for a Class Representative Service Payment

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

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

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

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

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

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

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

3.2.4.3. Disputes Regarding Workweek Counts. The Parties agree that if any Participating Class Member disputes the basis for determining his or her share of the Settlement, Defendant’s records shall presumptively control unless the Participating Class Member can produce documentation evidence of other Workweeks worked during the relevant time period.

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

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

3.2.5.2. Tax Allocation of Individual PAGA Payments: If the Court approves PAGA Penalties of less than the amount requested, the Administrator

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

6 3.3. Individual Class and PAGA Payments Do Not Trigger Additional Benefits. All  
 7 Individual Class Payments, Individual PAGA Payments, and Class Representative  
 8 Service Payment shall not be utilized to calculate any additional benefits under any  
 9 benefit plans to which any Plaintiff, Participating Class Members and/or Aggrieved  
 10 Employee may be eligible, including, but not limited to: retirement plans, profit-sharing  
 11 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off,  
 12 sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties’  
 13 intention that this Agreement will not affect any rights, contributions, or amounts to  
 14 which Plaintiff, Participating Class Members, and Aggrieved Employees may be  
 15 entitled under any benefit plans.

16 3.4. Tax Forms. The Administrator shall be responsible for issuing the payments and  
 17 withholding and all required state and federal taxes in accordance with this Agreement.  
 18 The Administrator will issue an IRS W-2 to each Participating Class Member for the  
 19 portion of each Individual Class Payment allocated as alleged unpaid wages and subject  
 20 to applicable tax withholdings. The Administrator shall issue an IRS Form 1099-MISC  
 21 to each Participating Class Member for the portion of each Individual Class Payment  
 22 allocated as alleged unpaid non-wage penalties and interest and not subject to payroll  
 23 tax withholdings. The Administrator will also issue IRS Forms 1099 to: (1) Plaintiff  
 24 for the Class Representative Service Payment; (2) Aggrieved Employees for their  
 25 Individual PAGA Payment; and (3) Class Counsel for the amount paid for approved  
 26 fees and costs. The Administrator will be responsible for preparing these forms  
 27 correctly. The Administrator shall also be responsible for submitting Defendant’s share  
 28 of payroll taxes to the appropriate government agencies on behalf of Defendant.

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

3 3.5. Indemnification. Plaintiff and Class Counsel acknowledge and agree that they are and  
 4 will be responsible for the payment of any and all Federal, State, and Local taxes or  
 5 penalties associated with their respective allocated portions of the payments described  
 6 herein, and agree to indemnify, defend, and hold the Released Parties harmless from  
 7 any and all claims by any Federal, State, or Local taxing authority that Plaintiff or Class  
 8 Counsel failed to pay or underpaid their or her or his share of taxes associated with the  
 9 payments set forth in this Settlement. The Parties acknowledge and agree that Class  
 10 Counsel is not responsible for the payment of any Federal, State, and Local taxes or  
 11 penalties associated with payments to Plaintiff and Class Members.

12 **4. SETTLEMENT FUNDING AND PAYMENTS.**

13 4.1. Class Workweeks. Based on a review of Defendant’s records, the Settlement reached  
 14 at mediation was based on the Parties’ estimated projection that the Class Members  
 15 worked 57,644 Workweeks through the date of mediation.

16 4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary  
 17 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator,  
 18 in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy  
 19 rights, the Administrator (along with any of its agents) must maintain the Class Data in  
 20 confidence, use the Class Data only for purposes of this Settlement and for no other  
 21 purpose, and restrict access to the Class Data to Administrator employees who need  
 22 access to the Class Data to effect and perform under this Agreement. Specifically, the  
 23 Administrator (along with any of its agents) will: (1) provide reasonable and  
 24 appropriate administrative, physical and technical safeguards, including a reasonable  
 25 security protocol, for any personally identifiable information (“PII”), which it receives  
 26 from Defendant’s Counsel and/or Class Counsel; (2) not disclose the PII to third  
 27 parties, including agents or subcontractors, without Defendant’s consent; (3) not  
 28 disclose or otherwise use the PII other than to carry out its duties as set forth herein;

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

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

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

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

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

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

3 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
4 PAGA Payment check is uncashed and cancelled after the void date, the  
5 Administrator shall transmit the funds represented by such checks to the  
6 California Controller’s Unclaimed Property Fund in the name of the Class  
7 Member thereby leaving no “unpaid residue” subject to the requirements of  
8 California Code of Civil Procedure Section 384, subd. (b).

9 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments  
10 shall not obligate Defendant to confer any additional benefits or make any  
11 additional payments to Class Members (such as 401(k) contributions or  
12 bonuses) beyond those specified in this Agreement.

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

17 5.1. Plaintiff’s Release. In consideration of Defendant’s promises and agreements as set  
18 forth herein, Plaintiff and their respective former and present spouses, representatives,  
19 agents, attorneys, heirs, administrators, successors, and assigns generally, release and  
20 discharge Released Parties from all claims, transactions, or occurrences, including, but  
21 not limited to: any and all claims arising from his employment or damages of any kind  
22 whatsoever, arising out of any common law torts, contracts, express or implied, any  
23 covenant of good faith and fair dealing, or any federal, state, or other governmental  
24 statute, executive order, regulation or ordinance, or common law, or any other basis  
25 whatsoever, to the fullest extent provided by law), and (b) all claims that were alleged,  
26 or reasonably could have been alleged, based on facts contained in the Operative  
27 Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and released  
28 under 5.2 and 5.3, below (“Plaintiff’s Release”). Plaintiff’s Release does not extend to

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

8 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
 9 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes to  
 10 the fullest extent permitted by law the provisions, rights, and benefits, if any, of  
 11 section 1542 of the California Civil Code, which reads:

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

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

23 5.2. Release by Participating Class Members: Effective on the date Defendant fully funds  
 24 the entire Gross Settlement Amount and funds all employer payroll taxes owed on the  
 25 Wage Portion of the Individual Class Payments, all Participating Class Members, on  
 26 behalf of themselves and their respective former and present representatives, agents,  
 27 attorneys, heirs, administrators, successors, and assigns, release Released Parties  
 28 during the Class Period from all class claims alleged in the Operative Complaint and/or

1 which reasonably arise out of the same set of operative facts, theories and/or primary  
 2 rights pleaded therein, including claims premised on the following,: (1) Failure to Pay  
 3 Minimum Wages; (2) Failure to Pay Overtime Under Labor Code § 510; (3) Meal  
 4 Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code  
 5 § 226.7; (5) Failure to Provide Accurate Wage Statements Under Labor Code § 226(a);  
 6 (6) Failure to Time Pay Wages Upon Termination Under Labor Code § 203; (7) Failure  
 7 to Pay Vacation Wages Under Labor Code § 227.3; (8) Failure to Provide Sick Pay  
 8 Under Labor Code § 246; (9) Failure to Timely Pay Wages When Due Under Labor  
 9 Code § 204; (10) Failure to Keep Required Payroll Records Under Labor Code §§ 1174  
 10 and 1174.5; (11) Failure to Produce Requested Employment Records Under Labor  
 11 Code §§ 226 and 1198.5; (12) Failure to Reimburse Necessary Business Expenses  
 12 Under Labor Code § 2802; and (13) Violation of Business & Professions Code § 17200,  
 13 including for violations of California Labor Code sections 201, 202, 203, 204, 210,  
 14 226, 226(b), 226.3, 226.7, 246, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,  
 15 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802,  
 16 applicable IWC Wage Orders, and California Business & Professions Code § 17200 *et*  
 17 *seq.*; or which could have been alleged under the same or similar facts, allegations  
 18 and/or claims pleaded in the Action.

19 5.2.1. Any claims for injunctive relief, declaratory relief, restitution, fraudulent  
 20 business practices or punitive damages alleged or which could have been  
 21 alleged under the facts, allegations and/or claims pleaded in the Operative  
 22 Complaint; and

23 5.2.2 Except as set forth in Section 5.3 of this Agreement, Participating Class  
 24 Members do not release any other claims, including claims for vested benefits,  
 25 wrongful termination, violation of the Fair Employment and Housing Act,  
 26 unemployment insurance, disability, social security, workers' compensation,  
 27 or claims based on facts occurring outside the Class Period.  
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1           5.3. Release by Aggrieved Employees: Effective on the date Defendant fully funds the  
 2           entire Gross Settlement Amount and funds all employer payroll taxes owed on the  
 3           Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed  
 4           to have fully, finally, and forever released, settled, compromised, relinquished and  
 5           discharged on behalf of themselves and their respective former and present  
 6           representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
 7           Released Parties from all claims for PAGA penalties during the PAGA Period that were  
 8           alleged, or reasonably could have been alleged based on the facts stated in the Operative  
 9           Complaint, PAGA Notices, and ascertained in the course of the Action (“Released  
 10          PAGA Claims”). This includes claims for PAGA penalties based on violations of  
 11          Labor Code sections 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 227.3,  
 12          510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198,  
 13          1198.5, 1199, 2698, 2699, *et seq.* and 2802, and applicable IWC Wage Orders. The  
 14          Aggrieved Employees will be issued a check for their Individual PAGA Payment and  
 15          will not have the opportunity to opt out of, or object to, the Individual PAGA Payment  
 16          and release of the Released PAGA Claims set forth in this Paragraph. The Aggrieved  
 17          Employees are bound by the release of the Released PAGA Claims regardless of  
 18          whether they cash or deposit their Aggrieved Employees Payment.

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

22       6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
 23       documents necessary for obtaining Preliminary Approval, including: (i) a draft of the  
 24       notice, and memorandum in support, of the Motion for Preliminary Approval that  
 25       includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of  
 26       the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft  
 27       proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;  
 28       (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator

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

17 6.2. Non-Disclosure of Settlement. The Class Representative and Class Counsel will not  
 18 make any public disclosure of the Settlement until after the filing of the motion for  
 19 preliminary approval of the Settlement. The Class Representative and Class Counsel  
 20 represent that they have not made any such disclosure. The Class Representative and  
 21 Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will  
 22 take all steps necessary to ensure that the Class Representative is aware of, and will  
 23 encourage him to adhere to, the restriction against any public disclosure of the  
 24 Settlement until after the Settlement is preliminarily approved by the Court. Thereafter,  
 25 Class Counsel and the Class Representative agrees not to publicize the terms of this  
 26 Settlement with the media, including but not limited to, any newspaper, journal,  
 27 magazine, website and/or online reporter of settlements, or publicize the fact or the  
 28 terms of this Settlement on any website.

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

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

16 **7. SETTLEMENT ADMINISTRATION.**

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

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

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

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

5 7.4. Notice to Class Members.

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

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

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

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7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. 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 Class Notice, the Parties will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, 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 ten (10) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

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

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

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all 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 Member’s desire to be excluded. 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 timely and valid 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,

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

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

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

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

3 7.7. Objections to Settlement.

4 7.7.1. Only Participating Class Members may object and only as to the class action  
5 components of the Settlement and/or this Agreement, and not the PAGA  
6 components of the settlement, including contesting the fairness of the  
7 Settlement, and/or amounts requested for the Class Counsel Fees Payment,  
8 Class Counsel Litigation Expenses Payment and/or Class Representative  
9 Service Payment.

10 7.7.2. Participating Class Members may send written objections to the Administrator,  
11 by fax, email, or mail. The written objection must:

12 (1) state the Class Member's full name, address, telephone number, and social  
13 security number or employee identification number and the case name and  
14 number; (2) describe, in clear and concise terms, the legal and factual arguments  
15 supporting the objection; (3) list identifying witness(es) the objector may call  
16 to testify at the Final Approval Hearing; (4) provide true and correct copies of  
17 any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5)  
18 state whether the objection applies only to the objector, to a specific subset of  
19 the Class, or to the entire Class; (6) be addressed to the Administrator; (7) be  
20 signed by the Class Member or his or her lawful representative; and (8) be  
21 postmarked no later than sixty (60) calendar days from the mailing of the Notice  
22 (or the ten (10) day extension referenced above for eligible Class Members). In  
23 the alternative, Participating Class Members may appear in Court (or hire an  
24 attorney to appear in Court) to present verbal objections at the Final Approval  
25 Hearing regardless of whether a Class Member timely submitted a written  
26 objection. Class Members shall have no right to object to the PAGA release or  
27 Individual PAGA Payment.  
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1 7.7.3. Counsel for the Parties shall file any response to the written objections  
2 submitted by objecting Class Members, if any, at least seven (7) calendar days  
3 before the date of the Final Approval Hearing.

4 7.7.4. At no time shall any of the Parties or their counsel seek to solicit or otherwise  
5 encourage Class Members to submit written objections to the Settlement or to  
6 appeal from the Court’s Final Order and Judgment. Class Counsel shall not  
7 represent any Class Members with respect to any such objections to this  
8 Settlement.

9 7.7.5. Non-Participating Class Members have no right to object to any of the class  
10 action components of the Settlement.

11 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to  
12 be performed or observed by the Administrator contained in this Agreement or  
13 otherwise, including the following:

14 7.8.1. Notice. The Administrator will mail the Notice as directed by the Court;

15 7.8.2. Consultation with Parties. The Administrator will consult with counsel for the  
16 Parties concerning any relevant issue, including (without limitation) the  
17 estimated amounts of approximate Individual Class Payments, Individual  
18 PAGA Payments, and the acceptance of any late or deficient disputes;

19 7.8.3. Calculating Payments. The Administrator will calculate the Individual Class  
20 Payments, Individual PAGA Payments, and the LWDA PAGA Payment;

21 7.8.4. Website, Email Address and Toll-Free Number. The Administrator will  
22 establish, maintain and use an internet website to post information of interest to  
23 Class Members including the date, time and location for the Final Approval  
24 Hearing and copies of the Settlement Agreement, Motion for Preliminary  
25 Approval, Preliminary Approval Order, Class Notice, Motion for Final  
26 Approval, the Final Approval and the Judgment. The Administrator will also  
27 maintain and monitor an email address and a toll-free telephone number to  
28 receive Class Member calls, faxes and emails.

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

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

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

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

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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 from Settlement it received (both valid or invalid), the number of written objections 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.

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

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

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

7.8.12. Final Report by Settlement Administrator. 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.

1                   7.8.13. Other Tasks. The Administrator will address such other tasks as the Parties  
 2                                   mutually agree or the Court orders the Settlement Administrator to perform,  
 3                                   including responding to questions from Class Members

4     **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Settlement reached was  
 5     based on the Parties’ estimated projection that the Class Members worked 57,644 Workweeks  
 6     through the date of the Parties’ May 1, 2025 mediation. Should the Parties discover that the  
 7     Settlement Class Members worked in excess of 63,408 Workweeks (i.e., 10% in excess of the  
 8     57,644 projected workweek count) during the Class Period, Defendant, at its sole discretion,  
 9     shall either shorten the Class Period to reduce the number of Workweeks to 63,408 Workweeks  
 10    or increase the Gross Settlement Amount proportionally for Workweek amounts over 63,408  
 11    workweeks (i.e., the Gross Settlement Amount multiplied by [total Workweeks minus 63,408  
 12    Workweeks] divided by total workweeks). For example, if the workweek count increases by  
 13    15%, the Gross Settlement Amount will be increased by 5%.

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

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

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

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

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

3 10.2.1. The Agreement shall be terminated and shall have no force or effect, and no  
4 Party shall be bound by any of its terms.

5 10.2.2. In the event the Agreement is terminated, Defendant shall have no obligation to  
6 make any payments to any party, Participating Class Member, Aggrieved  
7 Employee or Class Counsel.

8 10.2.3. The Preliminary Approval Order, Final Approval Order and Judgment, if any,  
9 shall be vacated.

10 10.2.4. The Agreement and all negotiations, statements and proceedings relating  
11 thereto shall be without prejudice to the rights of any of the Parties, all of whom  
12 shall be restored to their respective positions prior to the Settlement.

13 10.2.5. Except as otherwise discoverable, neither this Agreement nor any ancillary  
14 documents, actions, statements or filings in furtherance of settlement (including  
15 all matters associated with the mediation) shall be admissible or offered into  
16 evidence in the Action or any other action for any purpose whatsoever.

17 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,  
18 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
19 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
20 administration matters, and (iii) addressing such post-Judgment matters as are  
21 permitted by law. In the event of an enforcement action, the successful party or parties  
22 shall be entitled to recover from the unsuccessful party or parties reasonable attorneys'  
23 fees and costs, including expert witness fees incurred in connection with any  
24 enforcement actions. All such disputes shall be resolved by the Court.

25 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
26 conditions of this Agreement, specifically including the Class Counsel Fees Payment  
27 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement,  
28 the Parties, their respective counsel, and all Participating Class Members who did not

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

9 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
 10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires  
 11 a material modification of this Agreement (including, but not limited to, the scope of  
 12 release to be granted by Class Members), this Agreement shall be null and void. The  
 13 Parties shall nevertheless expeditiously work together in good faith to address the  
 14 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,  
 15 on a 50-50 basis, any additional Administration Expenses reasonably incurred after  
 16 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the  
 17 Class Representative Service Payment or any payments to Class Counsel shall not  
 18 constitute a material modification of the Judgment within the meaning of this  
 19 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

23 **12. ADDITIONAL PROVISIONS.**

24 12.1. No Admission of Liability, Class Certification or Representative Manageability for  
 25 Other Purposes. This Agreement represents a compromise and settlement of highly  
 26 disputed claims. Nothing in this Agreement is intended or should be construed as an  
 27 admission by Defendant that any of the allegations in the Operative Complaint have  
 28 merit or that Defendant has any liability, culpability, negligence or wrongdoing

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

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

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

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

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

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

1           12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
2           best efforts, in good faith, to implement the Settlement by, among other things,  
3           modifying the Settlement Agreement, submitting supplemental evidence and  
4           supplementing points and authorities as requested by the Court. In the event the Parties  
5           are unable to agree upon the form or content of any document necessary to implement  
6           the Settlement, or on any modification of the Agreement that may become necessary  
7           to implement the Settlement, the Parties will seek the assistance of a mediator and/or  
8           the Court for resolution.

9           12.7. Modification. This Agreement may not be changed, altered or modified, except in  
10          writing and signed by the Parties hereto and approved by the Court. This Agreement  
11          may not be discharged except by performance in accordance with its terms or by a  
12          writing signed by the Parties hereto.

13          12.8. No Prior Assignments. The Parties separately represent and warrant that they have not  
14          directly or indirectly assigned, transferred, encumbered, or purported to assign,  
15          transfer, or encumber to any person or entity and portion of any liability, claim,  
16          demand, action, cause of action, or right released and discharged by the Party in this  
17          Settlement.

18          12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
19          providing any advice regarding taxes or taxability, nor shall anything in this Settlement  
20          be relied upon as such within the meaning of United States Treasury Department  
21          Circular 230 (31 CFR Part 10, as amended) or otherwise.

22          12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
23          modified, changed, or waived only by an express written instrument signed by all  
24          Parties or their representatives, and approved by the Court.

25          12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
26          the benefit of, the successors of each of the Parties.

1 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
2 governed by and interpreted according to the internal laws of the state of California,  
3 without regard to conflict of law principles.

4 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
5 of this Agreement. This Agreement will not be construed against any Party on the basis  
6 that the Party was the drafter or participated in the drafting.

7 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders  
8 entered during Action and in this Agreement relating to the confidentiality of  
9 information shall survive the execution of this Agreement.

10 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.  
11 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class  
12 Counsel by Defendant in connection with the mediation, other settlement negotiations,  
13 or in connection with the Settlement, may be used only with respect to this Settlement,  
14 and no other purpose, and may not be used in any way that violates any existing  
15 contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days  
16 after the date when the Court discharges the Administrator's obligation to provide a  
17 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy,  
18 all paper and electronic versions of Class Data received from Defendant and provide a  
19 declaration affirming same, unless, prior to the Court's discharge of the Administrator's  
20 obligation, Defendant makes a written request to Class Counsel for the return, rather  
21 than the destructions, of Class Data.

22 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is  
23 inserted for convenience of reference only and does not constitute a part of this  
24 Agreement.

25 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall  
26 be to calendar days. In the event any date or deadline set forth in this Agreement falls  
27 on a weekend or federal legal holiday, such date or deadline shall be on the first  
28 business day thereafter.

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

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

To Defendant  
and  
Defendant's  
Counsel: Fermin H. Llaguno  
[flaguno@littler.com](mailto:flaguno@littler.com)  
LITTLER MENDELSON, P.C.  
18565 Jamboree Road  
Suite 800  
Irvine, California 92612  
Telephone: 949.705.3000  
Fax No.: 949.724.1201

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

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

Attorneys for Defendant

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CHICKEN COUP, LLC, doing business as STARBIRD  
CHICKEN

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

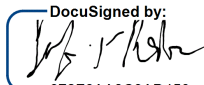
12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties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

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

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

Dated: 2/2/2026, 2026

Dated: \_\_\_\_\_, 2026

DocuSigned by:  
  
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\_\_\_\_\_  
Leif Rodseth  
Plaintiff and Class Representative


\_\_\_\_\_  
Aaron Noveshen for  
Defendant Chicken Coup, LLC dba Starbird  
Chicken

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**APPROVED AS TO FORM AND  
CONTENT:**

Dated: February 4, 2026

Dated: \_\_\_\_\_, 2026

  
\_\_\_\_\_  
Natalie Haritooman  
Counsel For Plaintiff and the Putative Class

\_\_\_\_\_  
Fermin Llaguno  
Counsel for Defendant

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CHICKEN COUP, LLC, doing business as STARBIRD  
CHICKEN

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

Dated: \_\_\_\_\_, 2026

Dated: February 5 \_\_\_\_\_, 2026

\_\_\_\_\_  
Leif Rodseth  
Plaintiff and Class Representative

DocuSigned by:  
*Aaron Noveshen*  
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\_\_\_\_\_  
Aaron Noveshen for  
Defendant Chicken Coup, LLC dba Starbird  
Chicken

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**APPROVED AS TO FORM AND  
CONTENT:**

Dated: \_\_\_\_\_, 2026

Dated: February 5 \_\_\_\_\_, 2026

\_\_\_\_\_  
Natalie Haritoonian  
Counsel For Plaintiff and the Putative Class

DocuSigned by:  
*Fermin Llaguno*  
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\_\_\_\_\_  
Fermin Llaguno  
Counsel for Defendant

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