



FILED

Superior Court of California
County of San Francisco

MAR 24 2026

CLERK OF THE COURT

BY: Don Kane
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

LEIF RODSETH,

Plaintiff,

v.

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

Defendants.

Case No. CGC-24-614442

ORDER GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL

Before the court is plaintiff Leif Rodseth's motion for preliminary approval of the settlement of wage-and-hour claims, including a PAGA claim, reached with defendant Chicken Coup, LLC. This matter was scheduled for hearing on April 10, 2026, at 9:30 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. The court has thoroughly considered all briefing and evidence, including the latest supplemental declaration from attorney Natalie Haritonian filed on March 19, 2026. IT IS HEREBY ORDERED that the hearing on April 10, 2026, at 9:30 a.m. is **VACATED**, the motion for preliminary approval of the settlement agreement (attached here as **Exhibit A**) is **GRANTED**, a final approval hearing is **RESERVED** for **September 11, 2026, at 9:30 a.m.**, and the court otherwise **ORDERS** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.
2. The following Settlement Class is conditionally certified for settlement purposes only, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769(d): *All current and*

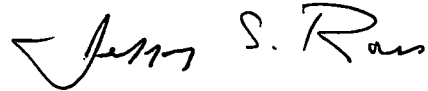
1 *former nonexempt employees who worked for Defendant within the State of California at any time*
2 *from May 6, 2020, through October 1, 2025. (SA, ¶ 1.5.)*

- 3 3. The court finds that the Settlement Class meets the requirements for certification under Code of Civil
4 Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable;
5 (2) there are predominant common questions of law or fact; (3) plaintiff's claims are typical of the
6 claims of the members of the proposed Settlement Class; and (4) a class action is superior to other
7 methods to efficiently adjudicate this controversy.
- 8 4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the settlement because it
9 appears to be within the range of possible final approval as a fair, adequate, and reasonable settlement.
- 10 5. For settlement purposes only, Leif Rodseth is appointed as class representative. The court
11 preliminarily finds he will adequately represent the Settlement Class for settlement purposes.
- 12 6. For settlement purposes only, D. Law, Inc. as Class Counsel. The court preliminarily finds that Class
13 Counsel will fairly and adequately represent the Settlement Class for settlement purposes.
- 14 7. Apex Class Action LLC ("Apex") is appointed as settlement administrator. Apex shall carry out all of
15 the duties and responsibilities as set forth in the settlement agreement and this order, including the
16 provision of notice to the Settlement Class, at a cost not to exceed \$13,950.00.
- 17 8. The court approves the proposed form of notice attached to the February 9, 2026, declaration of
18 Natalie Haritounian. The court finds that distribution of the approved notice in accordance with the
19 plan set forth in the settlement agreement (a) constitutes the best notice practicable under the
20 circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Settlement Class,
21 and (c) complies fully with the requirements of California Code of Civil Procedure section 382 and
22 California Rules of Court 3.766 and 3.769.
- 23 9. On **September 11, 2026, at 9:30 a.m.** in Department 613, this court will hold a final approval hearing
24 to determine whether the settlement agreement should be finally approved as fair, reasonable, and
25 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing
26 and evidence for the motion for final approval and the motion for attorney's fees, costs, and service
27 awards shall be filed no later than **August 21, 2026, with two paper courtesy copies of all briefing**
28 **and evidence promptly delivered to Department 613. Electronic courtesy copies of the proposed**

1 **order and proposed final form of judgment (in Word format) shall be delivered to the**
2 **Department 613 email inbox contemporaneously with e-filing.** Class Counsel shall promptly
3 inform the court of contemplated appearances by members of the Settlement Class, including whether
4 an interpreter is needed. The court may change the date or time of the final approval hearing without
5 further notice to the Settlement Class.

6 10. Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

7
8 Dated: March 24, 2026



JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT A

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13 Fax No.: 619.232.4302

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

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

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

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

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

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

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

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

1.35. “Plaintiff” means Leif Rodseth.

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

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

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

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

- 1 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 §

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

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

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

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

2.5. The Court has not granted class certification.

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

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

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

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

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

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

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

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

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4. Notice to Class Members.

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

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

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

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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,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.8.8. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the 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.

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

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

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

1 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
 2 calendared Final Approval Hearing, Class Counsel will file in Court, a motion for final
 3 approval of the Settlement that includes a request for approval of the PAGA settlement under
 4 Labor Code section 2699, subd. (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
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that one of the enumerated events has occurred. Termination shall have the following effects:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attorneys for Defendant

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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.

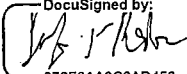
12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties 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

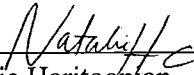
Aaron Noveshen for
Defendant Chicken Coup, LLC dba Starbird
Chicken

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

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

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

Dated: _____, 2026

Dated: February 5 _____, 2026

Leif Rodseth
Plaintiff and Class Representative

DocuSigned by:
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 Haritounian
Counsel For Plaintiff and the Putative Class

DocuSigned by:
Fermin Llaguno

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Fermin Llaguno
Counsel for Defendant

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CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

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

On March 24, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: March 24, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk