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AMENDMENT NO. 2 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment No. 2 to the Class Action and PAGA Settlement Agreement ("Amendment No. 2") is made by and between Plaintiff Juan Carlos Rodriguez ("Plaintiff") and Defendants Per Diem, LLC, a California Limited Liability Company, PD Transbay, LLC, a California Limited Liability Company dba Per Diem, and Darren Matte, an individual, (collectively, "Defendants"). This Amendment No. 2 refers to Plaintiff and Defendants collectively as "Parties" or individually as "Party." All capitalized terms not defined herein are given the meanings ascribed to them in the Class Action and PAGA Settlement Agreement.

This Amendment No. 2 modifies the provisions of the Class Action and PAGA Settlement Agreement previously executed by the Parties on July 21, 2026 (the "July 21, 2026 Agreement"), as amended by Amendment No. 1 to the Class Action and PAGA Settlement Agreement and Class Notice on October 12, 2026 ("Amendment No. 1"), pursuant to section 13.9 of the July 21, 2026 Agreement. All provisions of the July 21, 2026 Agreement and Amendment No. 1 shall remain in full force and effect, except as expressly modified through this Amendment No. 2.

All references to **Exhibit A** in the July 21, 2026 Agreement and Amendment No. 1 shall be deemed to refer to **Exhibit A** attached to this Amendment No. 2.

Attached hereto as **Exhibit B** and incorporated herein by reference is a true and correct copy of Amendment No. 1, which also includes and incorporates a true and correct copy of the July 21, 2026 Agreement.

AMENDED PROVISIONS

This Amendment No. 2 supersedes and replaces the following provisions in the July 21, 2026 Agreement and Amendment No. 1 as set forth below:

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $6,800.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $6,800.00, the Administrator will retain the remainder in the Net Settlement Amount.

[SIGNATURES FOLLOW ON NEXT PAGE]

Dated: 10 / 24 / 2026



Plaintiff Juan Carlos Rodriguez

Dated: _____

Defendant Per Diem LLC

Title

Dated: _____

Defendant PD Transbay LLC

Title

Dated: _____

Defendant Darren Matte

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Dated: _____

Plaintiff Juan Carlos Rodriguez

Dated: 10/23/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant Per Diem LLC

Manager
Title

Dated: 10/23/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant PD Transbay LLC

Manager
Title

Dated: 10/23/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant Darren Matte

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Exhibit A

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COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Juan Carlos Rodriguez v. Per Diem, LLC, et al.
San Francsico Superior Court Case Number: CGC-24-612769

The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this Notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from an employee class action and a PAGA action lawsuit ("Action") against Defendants Per Diem, LLC, a California Limited Liability Company, PD Transbay, LLC, a California Limited Liability Company dba Per Diem ("Defendants") for alleged wage and hour violations. The Action was filed by former employee of Defendants, Juan Carlos Rodriguez ("Plaintiff") and seeks relief for a class of all current and former non-exempt employees of Defendants who worked for Defendants in the State of California during the Class Period (February 28, 2020 to February 15, 2025, inclusive) ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendants during the PAGA Period (April 16, 2023 and February 15, 2025, inclusive) ("PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, **you worked [AMOUNT] workweeks** during the Class Period (not including any workweeks covered by a release of claims previously signed by you) and **you worked [AMOUNT] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you may submit a challenge by the deadline date. See **Section 4** of this Notice.

Based on the number of workweeks and pay periods you worked for Defendants, **your Individual Class Payment is estimated to be [$AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be [$AMOUNT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual Class and/or PAGA Payment, then according to Defendants' records you are not eligible for that specific type of payment under the Settlement because you either previously signed an agreement releasing specific claims or you didn't work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. However, the Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorney ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain

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claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement.

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment (if any) and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. **The Opt-out Deadline is [DATE]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue the PAGA Released Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [DATE]**	The amount of your Individual Class Payment (if any) depends on how many workweeks you worked at least one day during the Class Period excluding any workweeks covered by a release of claims previously signed by you. The amount of your PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Per Diem LLC and PD Transbay LLC. The Action accuses Defendants of violating the following Labor Code provisions and California's Unfair Competition law in the class action: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; (9) Violation of Unfair Competition Law. The Action also accuses Defendants of retaliating against Plaintiff and other employees for contemplating filing a lawsuit and unlawfully terminating employees for refusing to sign an employment arbitration agreement. The Action also includes a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA") based on alleged wage and hour violations including Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 256, 351, 510, 512, 558, 558.1, 1194, 1197.1, and the "Meal Periods", "Rest Periods", "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order. Plaintiff is represented by attorney in the Action: Drew Lewis of Drew Lewis, PC ("Class Counsel.")

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Defendants strongly deny each of Plaintiff's claims in the Action, deny violating any laws or failing to pay any wages, and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Arthur Eidelhoch, Esq., in an effort to resolve the Action by settlement rather than to continue the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $160,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 60 days after the Judgment is entered by the Court, or June 1, 2026, whichever date is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $53,333 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $10,300 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

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B. Up to $5,000 to the Class Representative as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. In connection with this Settlement, the Class Representative Service Payment will be the only monies Plaintiff receive other than Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.

C. Up to $6,800.00 to the Administrator for services administering the Settlement.

D. Up to $5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks (excluding any workweeks covered by a release of claims previously signed by the Class Member).

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date or if the check is returned, your check will be automatically cancelled, and the residual funds will be redistributed to Class Members and PAGA Employees who cashed their checks, if the total amount of all uncashed and/or returned checks exceeds fifty percent (50%) of the administration costs to conduct a second distribution. If the total amount of all uncashed and/or returned checks does not exceed this 50% threshold, the residual funds will be deposited with the California Controller's Unclaimed Property Fund in

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your name, or paid to an appropriate charity of the Parties' choosing.

If the money represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be a Participating Class Member, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. To opt out, you must notify the Administrator by sending a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Requests for Exclusion may be sent to the Administrator by email, fax, or mail. **Section 9** of this Notice has the Administrator's contact information. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM GROUP, INC., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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The Participating Class Members will be bound by the following release:

All Settlement Class Members who do not timely opt out of the Settlement will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants from all causes of action and claims against Defendants that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and the LWDA Exhaustion Letter, dated April 16, 2024, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for relief: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; and (9) Violation of Unfair Competition Law (collectively, the "Released Claims"). Except as set forth in this paragraph of this Notice, Settlement Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Class Release will only release those claims during the Class Period.

10. PAGA Employees' PAGA Release: All PAGA Employees will release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California, the Defendants from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the in the Action and the LWDA Exhaustion Letter, dated April 16, 2024, or reasonably could have been alleged based on the facts and legal theories contained in the Action, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for civil penalties: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Period or Pay Premiums in Lieu Thereof; (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof; (5) Inaccurate Wage Statements; (6) Failure to Pay all Wages During the Pay Period; (7) Unlawful Withholding / Failure to Pay Tips; and (8) Failure to Pay All Wages on Discharge. The PAGA Release will only release these claims during the PAGA Period, regardless of the PAGA Employees decision to participate in the Class Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members (not including workweeks covered by a release of claims previously signed by the Participating Class Member), and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

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2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. **Section 9** of this Notice has the Administrator's contact information. Class Members who have already entered into a settlement agreement and release of claims with Defendants will not be credited with workweeks for the period of time that is covered by the release in the settlement agreement.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator will inform you of its final decision regarding Workweek and/or Pay Period challenges. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as a PAGA Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will

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exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Juan Carlos Rodriguez v. Per Diem, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid.** Requests may be sent to the Administrator by email, fax, or mail. **Section 9** of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website https://www.ilymgroup.com/ or the Court's website https://sf.courts.ca.gov/ .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Juan Carlos Rodriguez v. Per Diem, LLC, et al*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Written objections may be sent to the Administrator by email, fax, or mail. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 304 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely

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via Zoom. If you wish to attend the Final Approval Hearing remotely, you should contact Class Counsel, who can then request a remote appearance in accordance with the Court's procedures. **Section 9** of this Notice has Class Counsel's contact information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://www.ilymgroup.com/ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM GROUP, INC. 's website at https://www.ilymgroup.com/ . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://sf.courts.ca.gov/ and entering the Case Number for the Action, Case No. CGC-24-612769.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel
Drew Lewis
Drew Lewis, PC

3010 Lava Ridge Court. Suite 120
Roseville, CA 95661
Telephone: (833) 600-7400
Email: drew@drewlewis.law

Settlement Administrator
ILYM GROUP, INC.
P.O. Box 2031
Tustin, CA 92871
Telephone: (888) 250-6810
Fax: (888) 845-6185
[Email Address]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. Otherwise, you will not be able to recover the money, unless the Administrator deposits it with the California Controller's Unclaimed Property Fund in your name as described in **Section 3, Paragraph 5** of this Notice**.**

If the money represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your

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money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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Exhibit B

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AMENDMENT NO. 1 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment No. 1 to the Class Action and PAGA Settlement Agreement (“"Amendment No. 1”) is made by and between Plaintiff Juan Carlos Rodriguez (“Plaintiff”) and Defendants Per Diem, LLC, a California Limited Liability Company, PD Transbay, LLC, a California Limited Liability Company dba Per Diem, and Darren Matte, an individual, (collectively, “Defendants”). This Amendment No. 1 refers to Plaintiff and Defendants collectively as “Parties” or individually as “Party.” All capitalized terms not defined herein are given the meanings ascribed to them in the Class Action and PAGA Settlement Agreement.

This Amendment No. 1 modifies the provisions of the Class Action and PAGA Settlement Agreement previously executed by the Parties on July 21, 2026 (the “July 21, 2026 Agreement”), pursuant to section 13.9 of the July 21, 2026 Agreement. All provisions of the July 21, 2026 Agreement shall remain in full force and effect, except as expressly modified through this Amendment No. 1.

All references to **Exhibit A** in the July 21, 2026 Agreement shall be deemed to refer to **Exhibit A** attached to this Amendment No. 1.

A true and correct copy of the July 21, 2026 Agreement is attached hereto as **Exhibit B** and is incorporated herein by reference.

AMENDED PROVISIONS

This Amendment No. 1 supersedes and replaces the following provisions in the Agreement as set forth below:

1.7 “Class Data” means Class Member identifying information in the Entity Defendants’ possession, including the Class Member/PAGA employee’s name, last-known mailing address, last-known email address if available, start and end dates of employment, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be sent by mail to Class Members, and also by email where Class Member email addresses are available, in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Amendment No. 1.

1.45. “Response Deadline” means 45 calendar days after the Administrator mails and emails Notice to Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

4.4.3. Residual funds from uncashed and/or returned checks will be redistributed to Class Members/PAGA Employees who cashed their initial checks, if the total amount of residual funds exceeds fifty percent (50%) of the administration costs to conduct a second distribution. Portions of the uncashed and/or

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returned checks that are PAGA Penalties will only be redistributed to PAGA Employees. If the amount of residual funds does not exceed this 50% threshold, the residual funds will be distributed to the State Controller's Unclaimed Property Fund in the name of the Class Members/PAGA Employees or an appropriate charity of the Parties' mutual choosing.

6.2 Release by Participating Class Members: All Settlement Class Members who do not timely opt out of the Settlement will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims against Defendants that were alleged in the Action or reasonably could have been alleged based on any facts contained in the Operative Complaints and the LWDA Exhaustion Letter, dated April 16, 2024, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for relief: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; and (9) Violation of Unfair Competition Law (collectively, the "Released Claims"). Except as set forth in Paragraph 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

8.4.2. 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, and also by email where Class Member addresses are available, the Class Notice, with Spanish translation, substantially in the form attached to this Amendment No. 1 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/or PAGA Employee), and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before sending Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and an Accurint or substantially similar skip trace.

8.4.3 Not later than three business (3) 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 a Class Member Address Search, and re-mail the Class Notice to the most current address and email the Class Notice to the most current email 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.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails and emails the Class Notice (plus an additional fourteen (14) 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 Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are

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consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed, emailed 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 the Administrator's assessment of the validity of the Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Amendment No. 1 on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall inform Class Members and PAGA Employees of its final determination regarding Workweek and/or Pay Period challenges.

Dated: 10 / 09 / 2026

Plaintiff Juan Carlos Rodriguez

Dated: _____

Defendant Per Diem LLC

Title

Dated: _____

Defendant PD Transbay LLC

Title

Dated: _____

Defendant Darren Matte

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Dated: _____

Plaintiff Juan Carlos Rodriguez

Dated: 10/12/2026

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DARREN MATTE
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Defendant Per Diem LLC

Manager

Title

Dated: 10/12/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant PD Transbay LLC

Manager

Title

Dated: 10/12/2026

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Defendant Darren Matte

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EXHIBIT A

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COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Juan Carlos Rodriguez v. Per Diem, LLC, et al.
San Francsico Superior Court Case Number: CGC-24-612769

The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this Notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from an employee class action and a PAGA action lawsuit ("Action") against Defendants Per Diem, LLC, a California Limited Liability Company, PD Transbay, LLC, a California Limited Liability Company dba Per Diem ("Defendants") for alleged wage and hour violations. The Action was filed by former employee of Defendants, Juan Carlos Rodriguez ("Plaintiff") and seeks relief for a class of all current and former non-exempt employees of Defendants who worked for Defendants in the State of California during the Class Period (February 28, 2020 to February 15, 2025, inclusive) ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendants during the PAGA Period (April 16, 2023 and February 15, 2025, inclusive) ("PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, **you worked [AMOUNT] workweeks** during the Class Period (not including any workweeks covered by a release of claims previously signed by you) and **you worked [AMOUNT] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you may submit a challenge by the deadline date. See **Section 4** of this Notice.

Based on the number of workweeks and pay periods you worked for Defendants, **your Individual Class Payment is estimated to be [$AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be [$AMOUNT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual Class and/or PAGA Payment, then according to Defendants' records you are not eligible for that specific type of payment under the Settlement because you either previously signed an agreement releasing specific claims or you didn't work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. However, the Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorney ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the

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Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement.

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment (if any) and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. **The Opt-out Deadline is [DATE]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue the PAGA Released Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [DATE]**	The amount of your Individual Class Payment (if any) depends on how many workweeks you worked at least one day during the Class Period excluding any workweeks covered by a release of claims previously signed by you. The amount of your PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Per Diem, LLC and PD Transbay, LLC. The Action accuses Defendants of violating the following Labor Code provisions and California's Unfair Competition law in the class action: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; (9) Violation of Unfair Competition Law. The Action also accuses Defendants of retaliating against Plaintiff and other employees for contemplating filing a lawsuit and unlawfully terminating employees for refusing to sign an employment arbitration agreement. The Action also includes a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA") based on alleged wage and hour violations including Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 256, 351, 510, 512,

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558, 558.1, 1194, 1197.1, and the "Meal Periods," "Rest Periods," "Minimum Wages," and "Hours and Days of Work" sections of the Applicable IWC Wage Order. Plaintiff is represented by attorney in the Action: Drew Lewis of Drew Lewis, PC ("Class Counsel.")

Defendants strongly deny each of Plaintiff's claims in the Action, deny violating any laws or failing to pay any wages, and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Arthur Eidelhoch, Esq., in an effort to resolve the Action by settlement rather than to continue the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $160,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 60 days after the Judgment is entered by the Court, or June 1, 2026, whichever date is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

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A. Up to $53,333 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $10,300 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $5,000 to the Class Representative as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. In connection with this Settlement, the Class Representative Service Payment will be the only monies Plaintiff receive other than Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.

C. Up to $5,450.00 to the Administrator for services administering the Settlement.

D. Up to $5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks (excluding any workweeks covered by a release of claims previously signed by the Class Member).

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date or if the check is returned, your check will be automatically cancelled, and the residual funds will be redistributed to Class Members and PAGA Employees who cashed their checks, if

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the total amount of all uncashed and/or returned checks exceeds fifty percent (50%) of the administration costs to conduct a second distribution. If the total amount of all uncashed and/or returned checks does not exceed this 50% threshold, the residual funds will be deposited with the California Controller's Unclaimed Property Fund in your name, or paid to an appropriate charity of the Parties' choosing.

If the money represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be a Participating Class Member, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. To opt out, you must notify the Administrator by sending a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Requests for Exclusion may be sent to the Administrator by email, fax, or mail. **Section 9** of this Notice has the Administrator's contact information. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM GROUP, INC., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly

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excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Settlement Class Members who do not timely opt out of the Settlement will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants from all causes of action and claims against Defendants that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and the LWDA Exhaustion Letter, dated April 16, 2024, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for relief: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; and (9) Violation of Unfair Competition Law (collectively, the "Released Claims"). Except as set forth in this paragraph of this Notice, Settlement Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Class Release will only release those claims during the Class Period.

10. PAGA Employees' PAGA Release: All PAGA Employees will release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California, the Defendants from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the in the Action and the LWDA Exhaustion Letter, dated April 16, 2024, or reasonably could have been alleged based on the facts and legal theories contained in the Action, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for civil penalties: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Period or Pay Premiums in Lieu Thereof; (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof; (5) Inaccurate Wage Statements; (6) Failure to Pay all Wages During the Pay Period; (7) Unlawful Withholding / Failure to Pay Tips; and (8) Failure to Pay All Wages on Discharge. The PAGA Release will only release these claims during the PAGA Period, regardless of the PAGA Employees decision to participate in the Class Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of

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Workweeks worked by all Participating Class Members (not including workweeks covered by a release of claims previously signed by the Participating Class Member), and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. **Section 9** of this Notice has the Administrator's contact information. Class Members who have already entered into a settlement agreement and release of claims with Defendants will not be credited with workweeks for the period of time that is covered by the release in the settlement agreement.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator will inform you of its final decision regarding Workweek and/or Pay Period challenges. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as a PAGA Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Juan Carlos Rodriguez v. Per Diem, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid.** Requests may be sent to the Administrator by email, fax, or mail. **Section 9** of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website https://www.ilymgroup.com/ or the Court's website https://sf.courts.ca.gov/

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Juan Carlos Rodriguez v. Per Diem, LLC, et al*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Written objections may be sent to the Administrator by email, fax, or mail. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 304 of the San Francisco County Superior Court, located at 400 McAllister St., San

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Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely via Zoom. If you wish to attend the Final Approval Hearing remotely, you should contact Class Counsel, who can then request a remote appearance in accordance with the Court's procedures. **Section 9** of this Notice has Class Counsel's contact information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://www.ilymgroup.com/ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM GROUP, INC. 's website at https://www.ilymgroup.com/ . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://sf.courts.ca.gov/ and entering the Case Number for the Action, Case No. CGC-24-612769.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel
Drew Lewis
Drew Lewis, PC

3010 Lava Ridge Court. Suite 120
Roseville, CA 95661
Telephone: (833) 600-7400
Email: drew@drewlewis.law

Settlement Administrator
ILYM GROUP, INC.
P.O. Box 2031
Tustin, CA 92871
Telephone: (888) 250-6810
Fax: (888) 845-6185
[Email Address]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. Otherwise, you will not be able to recover the money, unless the Administrator deposits it with the California Controller's Unclaimed Property Fund in your name as described in **Section 3,**

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Paragraph 5 of this Notice**.**

If the money represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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EXHIBIT B

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Juan Carlos Rodriguez ("Plaintiff") and Defendants Per Diem, LLC, a California Limited Liability Company, PD Transbay, LLC, a California Limited Liability Company dba Per Diem, and Darren Matte, an individual, (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the consolidated class and PAGA action filed by Plaintiff alleging various wage and hour violations against Defendants and captioned *Juan Carlos Rodriguez v. Per Diem, LLC, et al., Case No. CGC-24-612769* and pending in the Superior Court of the State of California, County of San Francisco.

1.2. "Administrator" means ILYM GROUP, INC., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Class" means all current and former non-exempt employees of the Entity Defendants who were employed by the Entity Defendants in the State of California at any time during the Class Period.

1.5. "Class Counsel" means Drew Lewis of Drew Lewis, PC.

1.6. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.7. "Class Data" means Class Member identifying information in the Entity Defendants' possession, including the Class Member/PAGA employee's name, last-known mailing address, start and end dates of employment, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.8. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Employee).

1.9. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, Accurint or substantially similar skip traces, and direct contact by the Administrator with Class

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Members.

1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. "Class Period" means the period from February 28, 2020 to February 15, 2025, inclusive.

1.12. "Class Representative" means Juan Carlos Rodriguez, the named Plaintiff in the Operative Complaints in the Action seeking Court approval to serve as Class Representative.

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

1.14. "Court" means the Superior Court of California, County of San Francisco.

1.15. "Defendants" means the Entity Defendants and Individual Defendants as defined below.

1.16. "Defense Counsel" means Tara C. Dudum and Andrea S. Nguyen of Newmeyer & Dillion, LLP.

1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one of more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.18. "Entity Defendants" means Per Diem, LLC and PD Transbay, LLC.

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

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement including any continuation thereof.

1.21. "Gross Settlement Amount" means $160,000, which is the total amount the Entity Defendants agree to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by the

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Participating Class Member during the Class Period, excluding any workweeks covered by a Prior Release Payment.

1.23. "Individual Defendants" means the named individual defendants in the Action, Darren Matte, Naomi Comstock, and Christopher Rivera.

1.24. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked by the PAGA Employee during the PAGA Period.

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency to receive a share of PAGA Penalties under Labor Code § 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

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

1.29. "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.

1.30. "Operative Complaints" means the Operative Class Action Complaint and Operative PAGA Complaint as defined below.

1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32. "PAGA Employees" means all current and former non-exempt employees who were employed by the Entity Defendants in the State of California at any time between April 16, 2023 and February 15, 2025, inclusive.

1.33. "PAGA Notice" or "LWDA Exhaustion Letter" means Plaintiff's April 16, 2024 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Pay Period" means any pay period during which a PAGA Employee worked for the Entity Defendants for at least one day during the PAGA Period.

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of $5,000, allocated 25% to the PAGA Employees ($1,250) and 75% to the LWDA ($3,750) in settlement of PAGA claims.

1.36. "PAGA Period" means the period between April 16, 2023 and February 15, 2025.

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

1.38. "Plaintiff" means Juan Carlos Rodriguez, the named Plaintiff in the Operative Complaints in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Prior Release Payments" means the individual settlement agreement payments that the Entity Defendants made to certain Class Members as part of a *Pick-up Stix* Campaign. All employees who received Prior Release Payments are included as PAGA Employees in this Settlement and are included as Class Members only to the extent they worked one or more Workweeks not released by the Class Member in connection with the Prior Release Payment.

1.41. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.

1.43. "Released Parties" means Defendants Per Diem, LLC, PD Transbay, LLC, Darren Matte, Naomi Comstock, and Christopher Rivera,, their present and former parents, subsidiaries, affiliates and its and their respective: (i) predecessors, successors, and assigns and (ii) current and former agents, heirs, executors, administrators, principals, owners, officers, directors, shareholders, managers, members, exempt employees, insurers, attorneys, and all others claiming through or by any of them.

1.44. "Request for Exclusion" means a Class Member's submission of a timely written request to be excluded from the Class Settlement signed by the Class Member.

1.45. "Response Deadline" means 45 calendar days after the Administrator mails Notice to Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.47. "Workweek" means any week during which a Class Member worked for the Entity Defendants for at least one day during the Class Period (not including workweeks covered by Prior Release Payments for those Class Members who already executed a release with the Entity Defendants).

2. RECITALS.

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2.1 On February 28, 2024, Plaintiff commenced this Action by filing a wage and hour class action against Defendants, which the complaint was subsequently amended on April 26, 2024 (the "Operative Class Action Complaint"). Plaintiff alleges the following Labor Code provisions and California's Unfair Competition law in the Operative Class Action Complaint: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; and (9) Violation of Unfair Competition Law. Additionally, Plaintiff alleges in the Operative Class Action Complaint that he and others similarly situated were retaliated against for contemplating filing a lawsuit and were unlawfully terminated for refusing to sign an employment arbitration agreement.

2.2 On June 24, 2024, Plaintiff filed the PAGA complaint seeking civil penalties against Defendants pursuant to the PAGA based on alleged wage and hour violations including Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 256, 351, 510, 512, 558, 558.1, 1194, 1197.1, and the "Meal Periods", "Rest Periods", "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order. Additionally, Plaintiff alleges in the PAGA complaint that he and other aggrieved employees were retaliated against for contemplating filing a lawsuit and were unlawfully terminated for refusing to sign an employment arbitration agreement.

2.3 On September 24, 2024, the Court consolidated the class action and PAGA action into one action and deemed the action complex, Case No. CGC-24-612769. Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in the Operative Complaints, and deny any and all liability for the causes of action alleged.

2.4 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.5 On April 29, 2025, the Parties participated in an all-day private mediation presided over by Arthur Eidelhoch, Esq., which led to this Agreement to settle the Action.

2.6 Prior to mediation, Plaintiff obtained, through formal and informal discovery, Entity Defendants' policies and procedures related to the claims asserted, and a sample of the timekeeping and payroll records for 20% of Class Members. 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*").

2.7 The Court has not granted class certification in this Action.

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

3. MONETARY TERMS.

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3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, the Entity Defendants agree to pay a maximum total amount of $160,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Entity Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Entity Defendants.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $5,000, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's requests for a Class Representative Service Payment 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 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 assume full responsibility and liability for employee taxes owed in the Class Representative Services Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be $53,333 and a Class Counsel Litigation Expenses Payment of not more than $10,300. Defendants 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 16 court days prior to the Final Approval Hearing. 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 remaining 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 of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $5,450.00

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except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $5,450.00, the Administrator will retain the remainder in the Net 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 (not including workweeks covered by Prior Release Payments) and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% 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. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 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.

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.

3.2.5 To the LWDA and PAGA Employees: PAGA Penalties in the amount of $5,000 to be paid from the Gross Settlement Amount, with 75% ($3,750) allocated to the LWDA PAGA Payment and 25% ($1,250) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties ($1,250) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of each PAGA Employee's Individual PAGA Payment will be allocated to settlement of claims for penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

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4.1 Class Workweeks and PAGA Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are 127 Class Members who collectively worked a total of 3,018 Workweeks, not including workweeks covered by Prior Release Payments, and 100 PAGA Employees.

4.2 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Entity Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Entity Defendants have 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. Without any extension of the deadline by which Entity Defendants must send the Class Data to the Administrator, 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. The Entity Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Entity Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 60 days after the Effective Date, or June 1, 2026, whichever date is later.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement 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 PAGA Employees including Non-Participating Class Members who qualify as PAGA 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 the Individual PAGA Payment. Before mailing any checks or notices, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database and conduct an Accurint or substantially similar skip traces.

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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 7 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 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 Uncashed checks will be redistributed to Class Members/PAGA Employees if the uncashed check amount does not exceed 50% of the administration costs to distribute the uncashed and/or returned checks. Portions of the uncashed and/or returned checks that are PAGA Penalties will only be redistributed to PAGA Employees. If the amount does exceed the 50% threshold, funds from uncashed and/or returned checks will be distributed to the State Controller's Unclaimed Property Fund in the name of the employees or an appropriate charity of the Parties' mutual choosing.

4.4.4 The Payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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. **DISMISSAL OF INDIVIDUAL DEFENDANTS**. The Parties' Agreement is conditioned on dismissal with prejudice of the Individual Defendants in the Action. Accordingly, Plaintiff's approval papers shall request Court approval to dismiss the Individual Defendants with prejudice from the Action.

6. **RELEASES OF CLAIMS**. Effective on the date when Entity Defendants fully fund the entire Gross Settlement Amount and separately fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, charges, complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of action, penalties, wages, obligations, debts, expenses, damages, attorneys' fees, costs, judgments, orders, liabilities transactions, or occurrences of any kind or nature in law, equity, or otherwise, known and unknown, suspected and unsuspected, that Plaintiff had, now have, or may hereafter claim to have against the Released Parties at any time from the beginning of time until the Effective Date, including by way of example only but in no way limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts and legal theories contained, in the Operative Class Action Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts and legal theories contained in the Operative PAGA Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under Paragraph 6.2, below; and (c) claims arising from or dependent on the California Labor Code, the Wage

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Orders of the California Industrial Welfare Commission, California Business and Professions Code section 17200 et seq., the California Fair Employment and Housing Act (Cal. Gov't Code section 12900 et seq.), the California Healthy Workplaces, Healthy Families Act (Cal. Labor Code section 245 et seq.), the California common law of contract and tort, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); the Fair Labor Standards Act (29 U.S.C. § 201 et seq.), and the Families First Coronavirus Response Act ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true, but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.2 Release by Participating Class Members: All Settlement Class Members who do not timely opt out of the Settlement will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims against Defendants that were alleged in the Action or reasonably could have been alleged based on any facts, matters and/or legal theories contained in the Operative Complaints and the LWDA Exhaustion Letter, dated April 16, 2024, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for relief: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; and (9) Violation of Unfair Competition Law (collectively, the "Released Claims"). Except as set forth in Paragraph 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by PAGA Employees: All PAGA Employees will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California, the Released Parties from all causes of action and claims for civil penalties, attorneys' fees and costs under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the

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Operative Complaints and the LWDA Exhaustion Letter, dated April 16, 2024, or reasonably could have been alleged based on any facts, matters and/or legal theories contained in the Operative Complaints, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for civil penalties: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Period or Pay Premiums in Lieu Thereof; (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof; (5) Inaccurate Wage Statements; (6) Failure to Pay all Wages During the Pay Period; (7) Unlawful Withholding / Failure to Pay Tips; and (8) Failure to Pay All Wages on Discharge (collectively, the "PAGA Release"). The PAGA Release will only release these claims during the PAGA Period, regardless of the PAGA Employees decision to participate in the Class Settlement.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) signed declarations from Plaintiff confirming his willingness and competency to serve and disclose all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd(a)), Operative Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel will provide Defense Counsel with a copy of the proposed Motion for Preliminary Approval and supporting declarations and documents no later than three (3) court days prior to filing. Defense Counsel shall provide any proposed edits at least two (2) court days prior to filing by Class Counsel.

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

8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4 Notice to Class Members.

8.4.1 No later than five (5) 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, PAGA Employees, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form 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/or PAGA Employee), and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and an Accurint or substantially similar skip trace.

8.4.3 Not later than three business (3) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class

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Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) 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.

8.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any person who believes they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, 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 fourteen (14) days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) 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 and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 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.

8.5.3 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, including the

Participating Class Members' Release under Paragraph 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for and shall receive an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) 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 Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or the amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments.

8.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement or the PAGA Penalties.

8.8 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.

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8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and 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, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Services Payments, 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.

8.8.2 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 other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

8.8.5 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 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 the 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

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8.8.6 Final Report by 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 will 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.

9. CLASS ESTIMATES. Based on their records, the Entity Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 127 Class Members and 3,018 Total Workweeks during the Class Period, not including workweeks covered by Prior Release Payments and (2) there are 100 PAGA Employees.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total Workweeks during the Class Period (not including workweeks covered by Prior Release Payments), Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and shall have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion seeking final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material modification of the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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11.3 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.

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

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

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

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or should be construed as an admission by Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve 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 Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle

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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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants 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 (although neither the Parties nor their Counsel are presently aware of any 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, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 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 to 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.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit 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.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

13.6 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 or the Court for resolution.

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

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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 C.F.R. Part 10, as amended) or otherwise.

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

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

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

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

13.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and not other purposes, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Entity Defendants unless, prior to the Court's discharge of the Administrator's obligation, Entity Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

13.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

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

To Plaintiff:

Drew Lewis, PC
Drew Lewis
3010 Lava Ridge Court. Suite 120
Roseville, CA 95661
drew@drewlewis.law

To Defendants:

Newmeyer & Dillion LLP
Tara C. Dudum
2033 N. Main Street, Suite 500
Walnut Creek, CA 94596
Tara.Dudum@ndlf.com

13.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), 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.

13.18 Stay of Litigation. The Parties reached a settlement of this matter in principle on May 8, 2025. The Parties agree that, as of May 8, 2025, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that pursuant to Code of Civil Procedure § 583.330, as of May 8, 2025, the five year deadline to bring a case to trial under Code of Civil Procedure § 583.310 is extended for the entire period of this settlement process, whether through final approval and judgment or the Court's complete and final rejection of this settlement.

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Dated: 07 / 21 / 2026



Plaintiff Juan Carlos Rodriguez

Dated: 7/21/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant Per Diem LLC

Manager

Title

Dated: 7/21/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant PD Transbay LLC

Title

Dated: 7/21/2026

DocuSigned by:
DARREN MATTE
77F4A2C07909411...

Defendant Darren Matte

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EXHIBIT A

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COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Juan Carlos Rodriguez v. Per Diem, LLC, et al.
San Francsico Superior Court Case Number: CGC-24-612769

The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this Notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from an employee class action and a PAGA action lawsuit ("Action") against Defendants Per Diem, LLC, a California Limited Liability Company, PD Transbay, LLC, a California Limited Liability Company dba Per Diem ("Defendants") for alleged wage and hour violations. The Action was filed by former employee of Defendants, Juan Carlos Rodriguez ("Plaintiff") and seeks relief for a class of all current and former non-exempt employees of Defendants who worked for Defendants in the State of California during the Class Period (February 28, 2020 to February 15, 2025, inclusive) ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendants during the PAGA Period (April 16, 2023 and February 15, 2025, inclusive) ("PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, **you worked [AMOUNT] workweeks** during the Class Period (not including any workweeks covered by a release of claims previously signed by you) and **you worked [AMOUNT] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you may submit a challenge by the deadline date. See **Section 4** of this Notice.

Based on the number of workweeks and pay periods you worked for Defendants, **your Individual Class Payment is estimated to be [$AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be [$AMOUNT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual Class and/or PAGA Payment, then according to Defendants' records you are not eligible for that specific type of payment under the Settlement because you either previously signed an agreement releasing specific claims or you didn't work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. However, the Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorney ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain

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claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement.

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment (if any) and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. **The Opt-out Deadline is [DATE]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue the PAGA Released Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [DATE]**	The amount of your Individual Class Payment (if any) depends on how many workweeks you worked at least one day during the Class Period excluding any workweeks covered by a release of claims previously signed by you. The amount of your PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Per Diem LLC and PD Transbay LL. The Action accuses Defendants of violating the following Labor Code provisions and California's Unfair Competition law in the class action: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; (9) Violation of Unfair Competition Law. The Action also accuses Defendants of retaliating against Plaintiff and other employees for contemplating filing a lawsuit and unlawfully terminating employees for refusing to sign an employment arbitration agreement. The Action also includes a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA") based on alleged wage and hour violations including Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 256, 351, 510, 512, 558, 558.1, 1194, 1197.1, and the "Meal Periods", "Rest Periods", "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order. Plaintiff is represented by attorney in the Action: Drew Lewis of Drew Lewis, PC ("Class Counsel.")

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Defendants strongly deny each of Plaintiff's claims in the Action, deny violating any laws or failing to pay any wages, and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Arthur Eidelhoch, Esq., in an effort to resolve the Action by settlement rather than to continue the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $160,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 60 days after the Judgment is entered by the Court, or June 1, 2026, whichever date is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $53,333 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $10,300 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

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B. Up to $5,000 to the Class Representative as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. In connection with this Settlement, the Class Representative Service Payment will be the only monies Plaintiff receive other than Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.

C. Up to $5,450.00 to the Administrator for services administering the Settlement.

D. Up to $5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks (excluding any workweeks covered by a release of claims previously signed by the Class Member).

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the money will be redistributed or deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the California Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be a Participating Class Member, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. To opt out, you must notify the Administrator is to send a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM GROUP, INC., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   All Settlement Class Members who do not timely opt out of the Settlement will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants from all causes of action and claims against Defendants that were alleged in the Action or reasonably could have been alleged based on the facts and legal

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theories contained in the Action and the LWDA Exhaustion Letter, dated April 16, 2024, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for relief: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Accurate Wage Statements; (6) Conversion (7) Failure to Pay all Wages During Employment; (8) Failure to Pay All Wages on Discharge; and (9) Violation of Unfair Competition Law (collectively, the "Released Claims"). Except as set forth in Paragraph 5.1 of this Notice, Settlement Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Class Release will only release those claims during the Class Period.

10. PAGA Employees' PAGA Release: All PAGA Employees will release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California, the Defendants from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the in the Action and the LWDA Exhaustion Letter, dated April 16, 2024, or reasonably could have been alleged based on the facts and legal theories contained in the Action, including but not limited to Plaintiff's allegations concerning retaliation and unlawful termination for refusing to sign an employment arbitration agreement and all of the following additional claims for civil penalties: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Period or Pay Premiums in Lieu Thereof; (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof; (5) Inaccurate Wage Statements; (6) Failure to Pay all Wages During the Pay Period; (7) Unlawful Withholding / Failure to Pay Tips; and (8) Failure to Pay All Wages on Discharge. The PAGA Release will only release these claims during the PAGA Period, regardless of the PAGA Employees decision to participate in the Class Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members (not including workweeks covered by a release of claims previously signed by the Participating Class Member), and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked

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during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. Class Members who have already entered into a settlement agreement and release of claims with Defendants will not be credited with workweeks for the period of time that is covered by the release in the settlement agreement.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as a PAGA Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Juan Carlos Rodriguez v. Per Diem, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website https://www.ilymgroup.com/ or the Court's website https://sf.courts.ca.gov/ .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Juan Carlos Rodriguez v. Per Diem, LLC, et al*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 304 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://www.ilymgroup.com/ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement

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documents is to go to ILYM GROUP, INC. 's website at https://www.ilymgroup.com/ . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://sf.courts.ca.gov/ and entering the Case Number for the Action, Case No. CGC-24-612769.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel
Drew Lewis
Drew Lewis, PC

3010 Lava Ridge Court. Suite 120
Roseville, CA 95661
Telephone: (833) 600-7400
Email: drew@drewlewis.law

Settlement Administrator
ILYM GROUP, INC.
P.O. Box 2031
Tustin, CA 92871
Telephone: (888) 250-6810
Fax: (888) 845-6185
[Email Address]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. Otherwise, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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