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

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).

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.")

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.

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

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.

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.

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

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

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.

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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

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.