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Attorneys for Plaintiff

SUPERIOR COURT STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JUAN CARLOS RODRIGUEZ, an individual,

Plaintiff(s),

v.

PER DIEM, LLC, a California LLC, PD TRANSBAY, LLC, a California LLC, DARREN MATTE, an individual, NAOMI COMSTOCK, an individual, CHRISTOPHER RIVERA, an individual, DOES 1-20, inclusive,

Defendant(s).

Case No.: CGC-24-612769

SUPPLEMENTAL DECLARATION OF DREW LEWIS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL

Date:	October 26, 2026
Time:	11:00 a.m.
Judge:	Hon. Ethan P. Schulman
Dept.:	304
Complaint Filed:	June 24, 2024
Trial Date:	Not Set

DECLARATION OF DREW LEWIS

I, DREW LEWIS, declare as follows:

1. I am an attorney duly admitted to practice law before all courts of the State of California, I am an attorney in the law firm of Drew Lewis, PC, and I am the attorney of record for Plaintiff Juan Carlos Rodriguez's ("Plaintiff") in this matter. I have personal knowledge of the facts stated in this declaration, except those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify as to the matters stated herein, I could and would do so competently and truthfully.

2. This Declaration is filed to address the issues raised by the Court in its August 11, 2026 Order with respect to the fairness of the proposed settlement, and to provide the amended documents called for in the Court's Order.

SECTION I. FAIRNESS

Issue 1: Valuation of the Claims for Settlement Purposes

3. For settlement purposes at mediation, my firm made the following calculations and assumptions regarding the value of the class and PAGA claims alleged in the operative pleading. These were based on the informal data exchanges received from Defendants' counsel in preparation for mediation, with adjustments applied based on my evaluation of the strength of the evidence supporting each claim and/or the risk of being unable to substantiate those claims at trial.

Total Class Members	Former Class Members	Class Workweeks	Avg Rate of Pay
135	74	5299	19.69
Total Releases	Former CM Releases	Released Workweeks	Avg Shift Length
48	28	2281	5.13
Applicable Class	Applicable Former CM	Applicable Workweeks	Avg Shifts/Workweek
87	46	3018	3.33

Class Claims	Est. Total	Evidentiary Adjustment	Adjusted Total		
Class Waiting Time (1 h shaved per shift)	$166,565.59	10%	$16,656.56		
Class meal breaks (3x/workwk)	$178,273.26	35%	$62,395.64		
Class rest breaks (3x/workwk)	$178,273.26	35%	$62,395.64		
Class unpaid wages (3h/workwk)	$178,273.26	30%	$53,481.98		
Class liquidated damage min wage (3H/workwk)	$135,810.00	30%	$40,743.00		
(Est min wage avg $15/hr for applicable time period)					
204/210 penalties	$133,704.95	35%	$46,796.73		
Total class damages est.	**$970,900.31**		**$282,469.55**		
PAGA Members	**Pay Periods**	**First Violations**	**Subsq. Violations**		
100	2062	2062	0		
PAGA Claims	**1st Viol. Penalty**	**Authority**	**Penalties (Viol. amt * Total Viol.)**	**Adjustment**	**Adjusted**
Min Wage	100	Lab Code § 1197.1(a)	$206,200.00	30%	$61,860.00
Overtime	50	Lab Code §558	$103,100.00	10%	$10,310.00
Wage Stmt	100	Default penalty	$206,200.00	35%	$72,170.00
Missed Meal Breaks	50	Lab Code §558	$103,100.00	35%	$36,085.00
Meal Break Premiums	100	Default penalty	$206,200.00	35%	$72,170.00
Missed Rest Breaks	50	Lab Code §558	$103,100.00	20%	$20,620.00
Rest Break Premiums	100	Default penalty	$206,200.00	20%	$41,240.00
Wages During Employment	100	Default penalty	$206,200.00	35%	$72,170.00
Wages Upon Discharge	100	Default penalty	$206,200.00	10%	$20,620.00
Total PAGA est.			**$1,546,500.00**		**$407,245.00**

4. Specifically concerning the tip pooling allegations pleaded in Plaintiff's operative complaint, the total amount of documented tips paid to management was approximately $6,413.84. Given the relatively low total, the management tips were not included in the class damages estimate provided above. If the total management tips of $6,413.84 are added to the class damages estimate of $282,649.45 used for mediation, the overall total class damages estimate would be $288,883.39.

5. The Court has also instructed Plaintiff to address "the claim that Defendants unlawfully retaliated against and terminated employees for refusing to sign a post-filing arbitration agreement." (*See* Court's 8/11/26 Order at p. 2:6-8). Although the operative complaint alleges Plaintiff and other employees were terminated following their refusal to sign a new arbitration agreement (see FAC at ¶¶ 39-42), Plaintiff has not pleaded claims for retaliation or wrongful termination on this basis. The information provided to me on information and belief was that 10-12 employees were terminated by Defendants after they declined to sign the new arbitration agreement.

Issue 2: Defendants' "Pick-Up-Stix" Settlements

6. The declaration of Darren Matte in support of Plaintiff's Motion for Preliminary Approval regarding Defendants' "Pick-Up-Stix" campaign and settlements reached with the class members who agreed to settle their class claims, is filed concurrently.

Issue 3: Plaintiff's Individual Settlement Agreement with Defendants

7. As disclosed in Plaintiff's moving papers, Plaintiff Juan Carlos Rodriguez has separately entered into an individual settlement agreement with Defendants to resolve his individual claims for retaliation and wrongful termination based on information and belief that Plaintiff's termination was motivated by his filing of this class-action lawsuit, and for lost income resulting from his termination. This was a hotly disputed and contested question between the Parties with respect to whether or not a wrongful termination claim by Plaintiff could survive under the factual circumstances of this case. Plaintiff's individual settlement

agreement was negotiated independently of the class and PAGA settlement.

8. The key terms of Plaintiff's individual settlement are as follows:

(a) Defendants agree to pay the total sum of $15,000 as compensation for alleged economic and non-economic damages, allocated as follows:

(1) The gross amount of $2,000 less applicable deductions and withholdings, paid to Plaintiff and reported to federal and state taxing authorities using Form W-2;

(2) $8,000 paid directly to Plaintiff, and reported to federal and state taxing authorities using Form 1099;

(3) $5,000 paid to Drew Lewis, PC, and reported to federal and state taxing authorities using Form 1099.

(b) Plaintiff agrees to release all claims he might have against Defendants in his individual capacity, excluding Plaintiff's claims against Defendants insofar as such claims are subject to the Class/PAGA Settlement.

(c) The terms of the individual settlement agreement are to remain confidential except as required to enforce the agreement or as ordered by the Court.

Issue 4: Defendants' Financial Condition

9. With respect to the fairness of the proposed settlement, on September 28, 2026, Defendants filed a separate Confidential Declaration of Darren Matte in support of Plaintiff's Motion for Preliminary Approval Regarding Defendants' Financial Condition concurrently with their Motion to Seal Documents Lodged Conditionally Under Seal In Support of Plaintiff's Motion for Preliminary Approval. The motion is scheduled to be heard on October 26, 2026, at 11:00 a.m. Plaintiff does not intend to oppose the motion.

SECTION II. NOTICE

10. Plaintiff has obtained a revised estimate from ILYM that includes costs associated with email notice, as directed in Section II(A) of the Court's August 11, 2026 Order.

A true and correct copy of ILYM's revised estimate is attached hereto as **Exhibit 1**. The revised total settlement administration estimate to include email notice and Spanish language translation (as referenced in ¶ 16 of this Declaration) is $6,800.

11. Attached hereto as **Exhibit 2** is a true and correct copy of the Parties' Amendment No. 1 to the Class Action and PAGA Settlement Agreement ("Amendment No. 1") which has been amended at §§ 1.7, 1.10, 1.45, 8.4.2, 8.4.3, 8.6, and 8.8.3 to require email notice to class members where email addresses are available, and at § 8.8.4 to provide that the settlement administrator will inform class members of its final determination regarding workweek disputes, as specified in Section II(A) of the Court's Order. For the Court's reference, a redlined copy of the revisions made is attached hereto as **Exhibit 3**.

12. Attached hereto as **Exhibit 4** is the proposed Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") which has been revised at § 3 ¶ 5, § 3 ¶ 6, § 3 ¶ 9, § 4 ¶ 3, § 6, § 7, § 8, and § 10 to include the revisions specified in Sections II(A) and II(B) of the Court's Order. For the Court's reference, a redlined copy of the revisions made is attached hereto as **Exhibit 5**.

13. A copy of the Amendment No. 1 to the Settlement Agreement has been submitted to the LWDA in accordance with Labor Code § 2699(s)(2), and as provided in the Court's Order at Section II(A), fn. 1. A true and correct copy of the confirmation of submission my firm received is attached hereto as **Exhibit 6.**

SECTION III. DISTRIBUTION OF SETTLEMENT PROCEEDS

14. The Amendment No. 1 to the Settlement Agreement (**Exhibit 2**) has been revised at § 4.4.3 with respect to the distribution of residual funds from uncashed and/or returned settlement checks, as specified in Section III of the Court's Order. A redlined copy of the revisions made is attached hereto as **Exhibit 3**.

SECTION IV: CLASS RELEASE

15. The Amendment No. 1 to the Settlement Agreement (**Exhibit 2**) has been revised

at § 6.2 to omit the reference to "matters and/or legal theories," as specified in Section IV of the Court's Order. A redlined copy of the revisions made is attached hereto as **Exhibit 3**.

SECTION V: SETTLEMENT ADMINISTRATOR

16. The revised estimate from ILYM (**Exhibit 1**) has been updated to include costs for a Spanish language notice, as provided in Section V of the Court's Order. The revised total settlement administration estimate to include Spanish language translation and email notice (as referenced in ¶ 10 of this Declaration) is $6,800.

I declare under penalty of perjury that the facts stated in this declaration are true and correct and that this declaration was executed on October 12, 2026, in Roseville, California.

_____
DREW LEWIS