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Attorneys for Plaintiff KAITLYN ROJAS and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

KAITLYN ROJAS, individually on behalf of herself and all others similarly situated, Plaintiffs, v. YOLO EATS, INC., a California Corporation; and DOES 1-10, Defendants.	Case No. CV2024-1256 **DECLARATION OF GARY R. BASHAM IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Complaint Filed: May 20, 2024 FAC Filed: August 14, 2024 Trial Date: None Date: August 6, 2026 Time: 9:00am Dept: 14

I, GARY R. BASHAM, declare:

1. I am an attorney licensed to practice law in the State of California and before this Court. I am the founder and managing shareholder at Basham Law Group, attorneys for Plaintiff Kaitlyn Rojas ("Plaintiff"). The facts set forth herein are personally known to me and, unless otherwise stated, are based on my firsthand knowledge and/or observation. If called as a witness, I could and would competently testify thereto under oath.

2. This declaration is submitted in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

3. On September 18-19, 2025, a **Class Action & PAGA Settlement**

Agreement (hereinafter "Settlement Agreement") was entered into between Plaintiff and Defendant YOLO Eats, Inc. ("Defendant"). The Parties have agreed to settle the class and PAGA claims for a gross settlement amount of $190,000.00 for 37 class members. **A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference.**

4. Defendant is a California corporation which owns and operates several restaurants located in the Woodland, California area, including Morgan's Mill restaurant where Plaintiff worked. Defendant hired Plaintiff on or about January 22, 2022 as a server and bartender working at its Morgan's Mill restaurant in Woodland, California. Plaintiff's employment with Defendant ended on May 6, 2024. (First Amended Complaint ("FAC") ¶¶4-5.) **A true and correct copy of the FAC is attached hereto as Exhibit B and incorporated herein by reference.**

5. This is a Class Action, pursuant to Code of Civil Procedure §382, seeking damages, restitution, injunctive relief, penalties, reasonable attorneys' fees, and costs, under the California Labor Code as set forth herein, on behalf of Plaintiff and all other individuals who are or have been employed by Defendants in California who were (1) denied a Labor Code compliant thirty (30) minute, duty free meal period, entitling them to meal period premium wages; (2) denied accurate itemized wage statements in violation of the Labor Code; and (3) denied the payment of all meal period premium wages due at the end of their employment, entitling them to waiting time penalties. Plaintiff further maintains a cause of action pursuant to the Private Attorneys' General Act ("PAGA"). (FAC ¶1.)

6. Plaintiff filed her Class Action Complaint on May 20, 2024, alleging the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Furnish Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; and (4) Unfair Business Practices. On August 14, 2024, Plaintiff filed her First Amended Complaint, adding a Fifth Cause of Action for violation of the Private Attorneys' General Act ("PAGA").

7. The Parties attended private mediation with well-known mediator Russ J.

Wunderli on August 4, 2025, reached a global settlement agreement of all claims at mediation, and entered into a Memorandum of Understanding on August 24-25, 2025. After further negotiations, in late August and early September 2025, the Parties entered into the Settlement Agreement on September 18-19, 2025.

8. The Settlement Agreement identifies the Settlement Class as "all persons who are or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California at any time from May 20, 2020 through May 20, 2024 ("Class Period") who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free meal period was not provided." The Parties have determined that the total number of putative class members as 37 current and former employees of Defendant. **(Exhibit A ¶¶ I.C & K, II.E.)**

9. The Settlement Agreement results in a Total Settlement Amount of $190,000.00 (hereafter "Gross Settlement Amount") for participating Class Members without the need to submit a claim form and none of the Gross Settlement Amount will revert back to Defendant. **(Exhibit A, ¶III.A.)** This amount includes $15,000.00 in civil penalties to the LWDA (75%) and participating PAGA Members (25%) for the PAGA claim, $63,333.33 in reasonable attorneys' fees (or one-third of the Gross Settlement Amount), up to $5,650.00 in costs, a settlement administration fee of up to $4,950.00, and an enhancement award to Plaintiff of up to $10,000. **(Exhibit A, ¶III.B.)**

10. The Net Settlement Amount will consist of the Gross Settlement Amount less the Court-approved amounts attributed to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment to Plaintiff, Settlement Administration Expenses, and the LWDA Payment. The Net Settlement Fund is therefore currently estimated to be approximately $91,066.67 to be shared by only 37 Class/PAGA members. **(Exhibit A, ¶¶I.X & III.A & B.)** Any unclaimed or uncashed funds from uncashed checks will be tendered to the Controller of the State of California, in the name of that Class

Member, to be held pursuant to the Unclaimed Property Law for the benefit of the Class Member. **(Exhibit A ¶III.E.9.)**

11. The Net Settlement Sum will be distributed to the Settlement Class Members on a pro-rata basis based on the total number of weeks worked during the Class Period. Current and former employees need not undertake any action in order to receive their share of the Net Settlement Fund. Each Class Member received a notice containing basic information regarding the nature of the action, a summary of the substance of settlement, a class definition, the date for the final approval hearing, the formula used to calculate Class Members' individual settlement amount, the procedure to opt-out and for exclusion, and the process for objecting. The notice includes the time period during which the Class Member worked for Defendant during the Class Period. Thus, a Class Member wishing to opt-out of the settlement, or to contest his or her share of the settlement, was provided with a clear procedure for doing so. He or she was free to exercise those rights and bring and individual claim against Defendant. A true and correct copy of an exemplar of the Notice sent to Class Members is attached to the Declaration of Amanda Howard of ILYM Group, Inc. ("Howard Decl."), as Exhibit A.)

12. Class Members who do not specifically opt-out will release Defendant from "all claims, losses, wages, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, or suits which arise from the Class/PAGA facts and the following causes of action asserted in the Action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; (4) Unfair Business Practices; and (5) Violation of the Private Attorneys' General Act, on behalf of Class/PAGA Members and each of their heirs, representatives, successors, assigns and attorneys, which shall be fully, finally and forever released, relinquished and discharged for the Class period of May 20, 2020 through May 20, 2024 and the PAGA Period of June 5, 2023 through May 20, 2024." **(Exhibit A, ¶¶ EE & III.F & G.)**

13. ILYM Group, Inc., is the Class Action Settlement Administrator ("Administrator") for the Class and PAGA claims in this action. On or about April 22, 2026, Class Notices were mailed via First Class U.S. Mail to all thirty-seven (37) individuals identified

as Class Members in the Class List. Five (5) of the Notices mailed to the Class were returned or were labeled as undeliverable by the Post Office, with no forwarding addresses. The Administrator performed a computerized skip trace on the five (5) returned Class Notices, and successfully remailed four (4) of the Class Notices. Only one notice Class Notice was determined to be undeliverable. The Class Notice advised the Class Members that the deadline for them to dispute the number of Workweeks, Request for Exclusion, or make an Objection was June 6, 2026. No Class Members have opted-out of the Class Settlement, no one submitted a dispute on the weeks worked and there are no objections to the settlement. **A true and correct copy of the Administrator's June 10, 2026 Report is attached hereto as Exhibit C and incorporated herein by reference**

14. The Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement in an Order dated March 5, 2026, and preliminarily found, subject to the final fairness hearing, that the proposed settlement presents a fair, reasonable and adequate settlement of the case and is in the best interests of the proposed Class given the legal and factual disputes presented in this matter. **A true and correct copy of the Court's March 5, 2026, Order is attached hereto as Exhibit D and incorporated herein by reference**

15. The Parties' initial arms-length settlement negotiations resulted in a mediation before noted mediator Russ J. Wunderli on August 4, 2025. The Parties agreed to settle the Action during the mediation and signed a Memorandum of Understanding on August 24 – 25, 2025. During the settlement process, the Parties considered the evidence, discussed the risks and benefits of continued litigation and proceeding with class certification and/or trial. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial at all times. Defendant maintained its position that its policies and practices were compliant with California law, that Class Certification was not appropriate, and that the case was not manageable for trial. Although the Parties were willing to explore the potential for a settlement, each side was also committed and prepared to litigate through trial and appeal if a settlement had not been reached. The proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their

respective positions throughout the settlement negotiations. The Settlement Agreement that was reached with the assistance of Mr. Wunderli takes into account the strengths and weaknesses of each side's case. Each side has extensive experiencing litigating employment class actions and agrees the Settlement Agreement is fair, balanced, and reasonable. Thereafter, the Parties engaged in further significant negotiations, which led to the Parties executing the Settlement Agreement on September 18-19, 2025, which forms the basis of this Motion.

16. I conducted a thorough investigation into the applicable facts of this case and have diligently pursued an investigation of the asserted claims against Defendant. Prior to the mediation, the Parties conducted significant investigation and informal and formal discovery of the facts and law related to the allegations in the Action. Defendant produced Plaintiff's personnel file, wage records, and documents relating to their policies, practices, and procedures regarding meal periods. As part of Defendant's production, I reviewed records relating to the size and scope of the Class Members, as well as data permitting Plaintiff to understand the number of Workweeks and pay periods in the PAGA and Class Periods. Moreover, in preparation for the mediation, I extensively interviewed Plaintiff several times prior to the mediation, and at the mediation as well, to fully understand the relevant facts applicable to the Class and PAGA claims. The Parties agree that the above-described investigation and evaluations, as well as the information exchanged during mediation and the settlement negotiations, are more than sufficient to assess the merits of the respect Parties' positions and to compromise the issues on a fair and equitable basis. **(Exhibit A ¶ II.F.)**

17. Based on my own independent investigation and evaluation, I am of the opinion that the Parties' Settlement is fair, reasonable, and adequate and is in the best interests of the Plaintiff and all Class and PAGA Members in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, the difficulties in meeting the various Class Certification and Manageability issues, and the numerous potential appellate issues. The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial proceedings and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential

benefits of further litigation. The Parties further have taken into account the risk and uncertainty of the outcome inherent in any further litigation. The Settlement Agreement that was reached with the assistance of the mediator takes into account the strengths and weaknesses of each side's case.

18. Plaintiff recognizes there are serious risks concerning her Class and PAGA claims. Defendant denies Plaintiff's allegations and asserts the following defenses (1) employees knowingly and voluntarily waived their meal breaks in accordance with applicable law concerning shifts between 5 and 6 hours; (2) Meal period waivers do not have to be in writing; (3) Employees would be granted meal periods when they asked to take them; and (4) Defendant never denied any employee a meal period when requested. By entering into the Settlement Agreement, Defendant does not admit to Plaintiff's allegations. To the contrary, Defendant asserts it made the decision to resolve the Class and PAGA claims for business reasons to avoid the substantial amounts of time, energy and expense a protracted class litigation would consume. Nevertheless, in May 2024, Defendant started strictly enforcing its meal period policies and had employees sign meal period waivers, cutting off continued Class and PAGA liability.

19. I believe I am qualified to act as class action counsel in this matter. I have been a practicing attorney since late 1987 – over 30 years – and have focused most of my career in the area of employment law, including wage and hour litigation.

20. I graduated with honors in 1984 from Michigan State University, receiving a Bachelor of Arts degree in Finance. In 1987, I graduated from the Univerity of Michigan Law School and received my Juris Doctor cum laude.

21. I was admitted to practice law in the State of California in 1987. In 1989, I was admitted to practice law in the state of Michigan. I further am admitted to practice law before the United States District Court for the Eastern, Northern and Central Districts of California. Since 2008, I have been approved as a mediator in the area of employment law for the Central District's Voluntary Dispute Resolution Program and have acted as a mediator in a number of employment law matters over the years. Further, in 2015, I was hired by the Equal Employment Opportunity Commission to act as a mediator in an employment law matter involving the EEOC as the Plaintiff.

22. I began my career as an attorney working for the Law Firm of Jeffer, Mangels, Butler and Marmaro in Century City, California in the Firm's litigation group. At Jeffer, Mangels, Butler and Marmaro, I handled a variety of litigation matters, including wage & hour and employment law lawsuits. In 1989, I became a litigation associate with the Detroit, Michigan Law Firm of Miller, Canfield, Paddock and Stone, where I litigated employment law and other matters, including complex litigation actions. In approximately 1991, I returned to California as a litigation associate attorney for the Palo Alto, California Law Firm of Fenwick & West. At Fenwick & West, I was assigned to handle most of the Firm's employment litigation matters and provided advice and counsel to clients on wage & hour and other employment law issues.

23. Because of my interest and growing expertise in wage & hour and other employment law matters, in approximately 1992 I started working for the National Law Firm of Jackson Lewis in San Francisco, California, where I practiced employment law exclusively. In 1995, I became a partner at Jackson Lewis, and in 1998 I helped open the Jackson Lewis office in Sacramento California. In Sacramento, I was the Sacramento partner in charge of all litigation matters in the office. Throughout my employment and partnership at Jackson Lewis in both San Francisco and Sacramento offices, I handled and was lead attorney in many wage & hour class action litigation matters and provided many clients with advice and counsel on a variety of wage and hour and other employment law issues.

24. In approximately 2007, I left Jackson Lewis to open up my own law firm, initially called Basham Parker LLP and thereafter in late 2010 Basham Law Group. At both Firms I practiced employment law exclusively, with a focus on employment/wage & hour litigation. At Basham Parker LLP and Basham Law Group, I was lead counsel on a number of wage & hour class actions.

25. In the California Wage & Hour case of *Kelly DeGraaf v Strategies to Empower People, Inc.*, Sacramento County Superior Court Case No. 34-2015-00175449, the Court issued an Order and Judgment Approving Class and PAGA Settlement on August 31, 2017, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and

appointed Basham Law Group as Class Counsel as a result.

26. In the California Wage & Hour case of *Lloyd Bellamy v Elk Grove Auto Group, Inc.*, Sacramento County Superior Court Case No. Case No. 34-2018-00236097, the Court issued an Order on June 11, 2019, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

27. In the California Wage & Hour case of *LaCresha Andrews v Kohl's Department Stores, Inc.*, Sacramento County Superior Court Case No. Case No. 34-2018-00234007, the Court issued an Order on August 30, 2019, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

28. In the California Wage & Hour case of *Timothy West v. FPI Management, Inc.,* Sacramento County Superior Court Case No. Case No. 34-2018-00241586, the Court issued an Order on June 5, 2020, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

29. In the California Wage & Hour case of *LaVonda Sanderson v. A Bright Future, Inc.,* Sacramento County Superior Court Case No. Case No. 34-2019-00252816, the Court issued an Order on November 25, 2020, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

30. In the California Wage & Hour case of *Joel Wienholz v. Garton Tractors, Inc.,* Solano County Superior Court Case No. Case No. FCS052526, the Court issued an Order on December 17, 2020, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result

31. In the California Wage & Hour case of *Erik Hernandez v. PPG Architectural Finishes, Inc.,* Sacramento County Superior Court Case No. Case No. 34-2018-00246879, the Court issued an Order on May 25, 2021, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

32. In the California Wage & Hour case of *Michael Christiansen et al v. California Delta Mechanical, Inc.*, Sacramento County Superior Court Case No. Case No. 34-2019-00269472, the Court issued an Order on November 10, 2021, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

33. In the California Wage & Hour case of *Jeff Skinner v. U-Haul Co of California,* Sacramento County Superior Court Case No. Case No. 34-2019-00252055, the Court issued an Order on August 12, 2022, holding that Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Basham Law Group as Class Counsel as a result.

34. In the California Wage & Hour case of *Kenneth Murphy v Stinson Enterprises, Inc.,*, Stanislaus County Superior Court Case No. Case No. CV-23-002354, the Court issued an Order on October 4, 2024, holding that Gary Basham of Basham Law Group was well qualified to act as Class Counsel in that case, and appointed Gary Basham and Basham Law Group as Class Counsel as a result.

35. I have been asked to speak on employment law and wage and hour matters and have done so for many years, including for the following groups: Professional Liability Underwriting Society Northern California Chapter's Educational Seminars, Northern California Human Resources Association's Annual Conference, the Sacramento Human Resource Management Association's Legal and Legislative Conference, the Sacramento Human Resource Management Association's monthly breakfast seminars, the California Rehabilitation Association's Annual CEO Workshop, the Central Valley Human Resource Management Association's monthly seminars, the California Employer Advisory Council and the Sacramento County Law Library seminar series. For every year from 2013 to the present, I have received an AV Preeminent Peer Review Rating by Martindale-Hubbell for outstanding legal ability and professional ethics, the highest rating for that organization.

36. The Gross Settlement Amount reflects a fair, adequate, and reasonable resolution of this case. The Net Settlement Amount in this Action is $91,066.67, with an additional $15,000.00 being paid to the LWDA and PAGA members as civil penalties under

PAGA. Plaintiff calculates her likely award should she and the Class prevail at approximately $282,180 ($96,425 in meal period premium wages, $107,880 in waiting time penalties and $77,875 in wage statement penalties). Further, each Class Members' gross share of the Net Settlement is based on the number of weeks worked, and paid-out on a pro-rata basis. (**Exhibit A ¶ III.C.1.**) This is a fair and appropriate method of distributing settlement funds.

37. In this case, Plaintiff submitted her PAGA letter to the LWDA and served the letter on Defendant by certified mail on June 5, 2024. Plaintiff filed her Class and PAGA First Amended Complaint with the Court on August 14, 2024, more than 65 days after submitting the PAGA letter. Accordingly, Plaintiff has satisfied all requirements set forth in PAGA. **A true and correct copy of the June 5, 2024 PAGA letter to the LWDA and Defendant is attached hereto as Exhibit E and incorporated herein by reference.**

38. Here, the proposed PAGA penalty of $15,000.00 is reasonable given Defendant's defenses, the number of aggrieved PAGA employees (15) and total pay periods (282), Defendant's correction of the issue, and the challenge, risk, costs, and uncertainty of litigating and proving PAGA violations. Plaintiff calculates her likely PAGA award should she and the other PAGA members prevail at approximately $28,200 (using $100 penalty per violation). Further, the aggrieved employees made no complaint to Defendant for its alleged Labor Code violations until the filing of Plaintiff's Complaint.

39. For all of the reasons stated above, the PAGA Settlement is fair, reasonable and adequate, and should be approved. As part of the Settlement, Defendant has agreed to pay $11,250.00 to the LWDA for its 75% portion of the claims of the Settlement Class brought pursuant to PAGA, with the remaining 25% ($3,750.00) being paid to aggrieved PAGA members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated on June 17, 2026 in Folsom, California.

GARY R. BASHAM

PROOF OF SERVICE

I, the undersigned declare:

I am employed in the County of Sacramento, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 13389 Folsom Blvd., Suite 300 #339, Folsom, CA 95630.

On June 17, 2026, I caused the following to be served:

DECLARATION OF GARY R. BASHAM IN SUPPORT PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

________ by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid for deposit in the United States Post Office mail box, at my business address shown above, following Basham Law Group's ordinary business practices for the collection and processing of mail, of which I am readily familiar, and addressed as set forth below.

________ by depositing a true copy thereof enclosed in a sealed envelope with delivery fees thereon fully prepaid in a box or other facility regularly maintained by FedEx or delivering to an authorized courier or driver authorized by FedEx to receive documents on the same date that it is placed at Basham Law Group for collection, addressed as set forth below.

________ by sending a copy by facsimile to the person(s) at the address(s) and facsimile number(s) set forth below.

________ by personal service to the person(s) at the address(s) set forth below.

✓ by email to the person(s) at the email address(s) set forth below.

Attorneys for Defendant

Trevor White (trevorwhite@kroghdecker.com)
Derek Decker (derekdecker@kroghdecker.com
KROGH & DECKER LLP
555 Capitol Mall, Suite 700
Sacramento, CA 95814

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 17, 2026, at Folsom, California.

Gary R. Basham

EXHIBIT A

CLASS ACTION & PAGA SETTLEMENT AGREEMENT

This Class Action & PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Kaitlyn Rojas ("Plaintiff") and Yolo Eats, Inc. ("Defendant"). Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Action" means the civil action titled *Rojas v. Yolo Eats, Inc.*, currently pending in Yolo County Superior Court, Case No. CV2024-1256.

B. "Agreement," "Settlement," or "Settlement Agreement" means this Class Action & PAGA Settlement Agreement.

C. "Class" means all persons who are or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California at any time from May 20, 2020 through May 20, 2024 ("Class Period") who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free meal period was not provided. At mediation, Defendant estimated there are 54 Class Members, 50 of whom are former employees. Plaintiff further alleges Sub-Classes as follows:

(a) <u>Waiting Time Penalty Sub-Class</u>: All persons who are or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California at any time during the Class Period who have separated from their employment with Defendant (either by involuntary termination or resignation) and who are owed meal period premium wages.

(b) <u>Wage Statement Penalty Sub-Class</u>: All persons who are or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California who were owed meal period premium wages at any time from May 20, 2023 through May 20, 2024 and were not provided accurate itemized wage statements reflecting meal period premium wages owed.

D. "Class Counsel" means Gary Basham of Basham Law Group, Inc.

E. "Class Counsel Fees Payment" means the amount of attorneys' fees to be paid to Class Counsel as approved by the Court to compensate him for his legal work in connection with the Action, including his pre-filing investigation, his filing of the Action, all related litigation activities, all Settlement work, and all post-Settlement compliance procedures.

F. "Class Counsel Litigation Expenses Payment" means the amount to be paid to Class Counsel as approved by the Court for litigation expenses as billed to his client in connection with this Action.

G. "Class Data" means, for each Class Member, their (1) name; (2) last-known mailing address; (3) Social Security number; (4) employee identification number; and (5) the number of full and partial Workweeks employed during the Class Period as a Class Member.

H. "Class Members" are members of the Class who do not opt out of the Settlement and who released the claims that are the subject of this Agreement.

I. "Class Notice" means the Notice of Pendency of Class Action Settlement and Hearing Date for Final Court Approval.

J. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator, attached hereto as Exhibit A.

K. "Class Period" means the period of time from May 20, 2020 through May 20, 2024.

L. "Class Representative Service Payment" means the service payment of not more than $10,000.00 made to Plaintiff as Class Representative in order to compensate Plaintiff for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses in the event that Plaintiff was unsuccessful in the prosecution of the Action, and for participating in the mediation and settlement negotiations resulting in the settlement of the Action.

M. "Court" means the Superior Court of California, County of Yolo.

N. "Defendant" means Yolo Eats, Inc.

O. "Defendant's Counsel" means Trevor White of Krogh & Decker, LLP.

P. "Effective Date" means the date by which all of the following have occurred:

1. This Agreement is approved by the Court; and

2. The Judgment becomes Final as defined in Section I(R) of this Agreement.

Q. "Election Not to Participate in Settlement" means the written request by a Class Member to exclude themselves from the Settlement submitted in accordance with the instructions in the Class Notice.

R. "Final" means the last of the following dates, as applicable:

1. If no objection to the Settlement is made, the date the Judgment is entered.

2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

S. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

T. "Gross Settlement Amount" means One Hundred Ninety Thousand Dollars ($190,000.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments contemplated in this resolution in this Agreement.

U. "Judgment" means the Final Approval Order and Judgment entered by the Court.

V. "LWDA" means the California Labor and Workforce Development Agency.

W. "LWDA Payment" means the amount which shall be paid to the LWDA under the Settlement Agreement.

X. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amounts attributed to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment to Plaintiff, Settlement Administration Expenses, and the LWDA Payment.

Y. "Non-Participating Class Member" means a Class Member who submits a valid and timely Election Not to Participate in Settlement.

Z. "PAGA Period" means the period between June 5, 2023 through May 20, 2024.

AA. "PAGA Members" means all persons who are or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California at any time during the PAGA Period who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free meal period was not provided. At mediation, Defendant estimated there are 33 PAGA Members, 29 of whom are former employees.

BB. "PAGA Settlement" means the amount of the Gross Settlement Amount that the Parties have agreed to allocate in order to settle the claims arising under the Private Attorneys General Act of 2004 ("PAGA"). The Parties have agreed that the PAGA Settlement shall consist of a total of Fifteen Thousand Dollars and Zero Cents ($15,000.00), with 75% of this amount ($11,250.00) paid to the California Labor and Workforce Development Agency in accordance with Labor Code sections 2698 *et seq.*, and 25% ($3,750.00) of this amount distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Settlement regardless of their decision to participate in the class action if the PAGA Settlement is approved by the Court.

CC. "Pay period" means any portion of a pay period during which a PAGA Member was employed during the PAGA Period.

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

EE. "Released Claims" means all claims, losses, wages, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, or suits which arise from the Class/PAGA facts and the following causes of action asserted in the Action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; (4) Unfair Business Practices; and (5) Violation of the Private Attorneys' General Act, on behalf of Class/PAGA Members and each of their heirs, representatives, successors, assigns and attorneys, which shall be fully, finally and forever released, relinquished and discharged for the Class period of May 20, 2020 through May 20, 2024 and the PAGA Period of June 5, 2023 through May 20, 2024.

FF. "Released Parties" means Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all current and former agents, owners, employees, officers, directors, insurers and attorneys.

GG. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.

HH. "Settlement Administrator" means the administrator proposed by the Parties (ILYM Group, Inc.) and appointed by the Court to administer the Settlement.

II. "Settlement Share" means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.

JJ. "Workweek" means any portion of a calendar week during which a Class Member was employed during the Class Period.

II. RECITALS

A. Plaintiff filed her Class Action Complaint on May 20, 2024, alleging the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Furnish Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; and (4) Unfair Business Practices.

B. Plaintiff submitted a letter to the LWDA on June 5, 2024 regarding the allegations above and Plaintiff's intention to file a civil action under the Private Attorneys

General Act, Cal. Labor Code §§ 2689 *et seq.* ("PAGA") unless the LWDA elected to investigate the allegations on its own. The LWDA did not indicate an intention to investigate the allegations on its own within the applicable statutory time period.

C. On August 14, 2024, following the expiration of the PAGA notice period, Plaintiff filed a First Amended Complaint adding a Fifth Cause of Action for representative claim under the PAGA base on Defendant's violation of the Labor Code as set forth in Plaintiff's original Complaint.

D. On September 25, 2024, Defendant filed a general denial along with affirmative defenses in response to the First Amended Complaint.

E. On August 4, 2025, the Parties participated in mediation with Russ J. Wunderli, a respected mediator in employment law. At the mediation, the Parties agreed to resolve all claims asserted and executed a Memorandum of Understanding, which serves as the basis for this Agreement. At mediation, Defendant determined that the total number of putative class members was 54 Class Members, 50 of whom are former employees. Further, Defendant determined there are 33 PAGA Members, 29 of whom are former employees. At mediation, Defendant shared with Plaintiff, through the mediator, Defendant's financial condition, which was poor, showing losses over the last 3 years. Further, at mediation, Defendant showed that any meal period violations were limited to its Morgan's Mill restaurant in Woodland, California.

F. Prior to the mediation, the Parties conducted significant investigation and informal and formal discovery of the facts and law related to the allegations in the Action. Defendant produced Plaintiff's personnel file, wage records, and documents relating to their policies, practices, and procedures regarding meal periods. As part of Defendant's production, Plaintiff reviewed records relating to the size and scope of the Class Members, as well as data permitting Plaintiff to understand the number of Workweeks and pay periods in the PAGA and Class Periods. The Parties agree that the above-described investigation and evaluations, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respect Parties' positions and to compromise the issues on a fair and equitable basis.

G. **Benefits of Settlement to Class Members**. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through class certification, trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including a formal mediation on August 4, 2025. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, PAGA Members and the State of California.

H. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Further is a small business, and an adverse judgment against Defendant could cause Defendant to close its restaurants and Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

I. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Class Action is not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Hundred Ninety Thousand and Zero Dollars ($190,000.00). This amount is all-inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to her Settlement Share and portion of the PAGA Settlement, Plaintiff will apply to the Court for an award of not more than $10,000 as a Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment in this amount. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the

Court approves a Class Representative Service Payment for less than the amounts set forth above, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Plaintiff agrees that she alone is responsible for any and all tax consequences arising from payments to Plaintiff under this Agreement.

2. **To Class Counsel:** Class Counsel will separately apply to the Court for the Class Counsel Fees Payment, which will not exceed one-third (1/3) of the Gross Settlement Amount ($63,333.33). Class Counsel will also be allowed to apply for Class Counsel Litigation Expenses Payment in an amount not to exceed actual expenses incurred in bringing this Action as documented in Class Counsel's billing records up to $5,650.00. Defendant will not oppose these requests for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement. The Settlement Administrator will pay the amount approved by the Court for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment of less than one-third of the Gross Settlement Amount, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The payment of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall be made to Basham Law Group in the amount approved by the Court. The Parties agree that, other than the above Court-approved Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment, each of the Parties, including all Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or Settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order and Judgment. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or otherwise attempt to avoid enforcement of this Agreement, and the Settlement will remain binding. Class Counsel agrees that Class Counsel alone is responsible for any and all tax consequences arising from payments to Class Counsel under this Agreement.

3. **To LWDA.** The Parties will seek approval from the Court for allocating $15,000.00 of the Gross Settlement Amount as the PAGA Settlement (with $11,250.00 paid to the LWDA).

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court ("Settlement Administration Expenses"). The estimated fees and expenses to be paid to the Settlement Administrator, ILYM Group, Inc., is $4,950.00.

5. **To Participating Class Members and PAGA Members.** Payments to the Participating Class Members and PAGA members as outlined in Section III(C) below.

C. **Payment of Settlement Shares and PAGA Settlement.** The Settlement Administrator shall pay to each Participating Class Member their Settlement Share and each PAGA Member their portion of the PAGA Settlement as follows:

1. **Calculation**. The Settlement Share for each Participating Class Member will be calculated by: (a) dividing the Net Settlement Amount, by the total number of Workweeks for all Participating Class Members during the Class Period; and (b) multiplying the result by each individual Participating Class Member's total number of Workweeks during the Class Period. The PAGA Settlement for each PAGA Member shall be distributed to PAGA Members by (a) dividing the 25% of the employee share of the PAGA Settlement by the total number of Pay Periods for all PAGA Members during the PAGA Period; and (b) multiplying the result by each individual PAGA Member's total number of Pay Periods during the PAGA Period. PAGA Members may not elect not to participate in the PAGA portion of the Settlement, even if they request to be excluded from the Class Settlement.

2. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the applicable Net Settlement Amount and be distributed to the remaining Participating Class Members.

D. **Appointment of Settlement Administrator.** In connection with the Motion for Preliminary Approval, the Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator to distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; printing and providing any IRS 1099 forms as required pursuant to applicable law; and otherwise administering the Settlement pursuant to this Agreement, together with such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The

Parties all represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement.

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

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion (the "Motion for Preliminary Approval") with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. The Motion for Preliminary Approval shall be filed notwithstanding any new legal developments regarding the claims being litigated in the Action. The Motion for Preliminary Approval shall be filed within sixty (60) days of Execution of this Settlement Agreement.

b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a Preliminary Approval Order.

c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters a Preliminary Approval Order, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Preliminary Approval Order and showing the Class Member's Settlement Share) as follows:

a. No later than 14 days after the Court enters a Preliminary Approval Order, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and no longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

f. If ordered by the Court, the Settlement Administrator shall make available to class members on a website all documents required by the Court to be made available to the class members, which will be disclosed to the class members to enable access.

3. **Objections to Settlement; Disputes as to Workweeks Allocated to Class Members; Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel Fees Payment and Class Counsel Expenses Payment. Participating Class Members may also submit disputes as to Workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Settlement Administrator with copies to the Parties' Counsel, not later than 45 days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. A Participating Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

Each Participating Class Member and PAGA Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number of Workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

b. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

c. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

4. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.

5. **Additional Briefing and Final Approval.**

a. Class Counsel will file with the Court their respective motions for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date the Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. As long as the requests for fees and expenses are consistent with the terms of this Agreement, Defendant, Class Counsel and any other counsel for the Parties will not oppose these requests.

b. Not later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, the service awards and payment of the Settlement Administration Expenses.

c. If any opposition is filed, then not later than 5 court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA payment, and payment of the Settlement Administration Expenses; and Plaintiff and Class Counsel may also file a reply in support of their requests for the Class Representative Service Payments, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present a Judgment for the Court's approval. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement,

Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members, the definitions of the Class Members, or the definition of the Class Period), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final.

8. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. No later than thirty (30) after the Class and PAGA Settlement Agreement is executed by the Parties, Defendant shall make Ten (10) monthly payments of Nineteen Thousand and 00/100 Dollars ($19,000.00) each month payable to the Claims Administrator to fund the Class and PAGA Settlement. The $190,000.00 total shall be distributed to pay the Gross Settlement Amount, as approved by the Court, within Thirty (30) calendar days after final approval of the Class/PAGA settlement by the Court or after Defendant makes the final payment to the Claims Administrator to fund the Class and PAGA Settlement, whichever is later.

9. **Uncashed Settlement Share Checks.** A Participating Class Member must cash or deposit his or her Settlement Share check within 90 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 60 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a notice informing him or her that unless the check is cashed in the next 30 days, it

will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. Funds represented by checks returned as undeliverable or remaining uncashed for more than 90 days after issuance to a Class Member will be sent to the Controller of the State of California, in the name of that Class Member, to be held pursuant to the Unclaimed Property Law for the benefit of the Class Member until such time as they claim their property, as allowed by law. California Civil Code § 1500 et seq. The Parties agree this disposition results in no "unpaid residue" under California Civil Procedure Code § 384 (b), as the entire Net Settlement Amount will be paid to Class Members, whether or not all checks are cashed. Because no unpaid residue will exist, Defendant will not be required to pay any interest on the uncashed checks.

10. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims**. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and their respective former and present spouses, representatives, agents, attorneys (including PAGA and Class Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties, including but not limited to: (a) all clams that were, or reasonably could have been, alleged, based on the facts contained in Plaintiff's operative complaint in this Action. 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, or based on occurrences outside of the Class and PAGA Period. Plaintiffs acknowledge that Plaintiffs may discovery facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

G. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintif's' Release, Plaintiffs 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.

H. **PAGA Release.** As of the Effective Date and upon Defendant fully funding the Settlement, all PAGA Members employed in the PAGA Period, and the State of California, shall be deemed to have fully, finally, and forever released, relinquished and will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released Claims arising under the PAGA during the PAGA Period.

I. **Class Counsel**. As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Class/PAGA Action.

J. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments and shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, 401(k), bonuses, etc.). The Parties agree that any payments paid to Plaintiff and Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Member's previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

K. **Limitation on Public Statements about Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from the Claims Administrator from posting settlement and court-filed documents on its website for viewing by Class Members if ordered by the Court. This provision also does not prohibit Defendant from making the legally required disclosures of the Settlement necessary to comply with all federal and state laws.

L. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).

b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

4. **No Prior Assignments:** The Parties represent, covenant 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 in this Settlement.

5. **Modification of Agreement.** This Agreement, and any 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.

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

7. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

8. **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.

9. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

10. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.

11. **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.

12. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the second business day after emailing or third business day after mailing by United States mail, addressed as follows:

To Plaintiff:

Gary R. Basham
BASHAM LAW GROUP, INC.
13389 Folsom Blvd. Suite 300 #339
Folsom, California 95630
Tel: (916) 282-0841
Email: gary@bashamlawgroup.com

To Defendant:

Trevor White
KROGH & DECKER, LLP
555 Capitol Mall, Suite 700
Sacramento, CA 95814
Tel: 916.498.9000
Fax: 916.498.9005 (f)
Email: trevorwhite@kroghdecker.com

13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, 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 provided that 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.

14. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the stay of the continuing litigation of this Action shall remain in effect and the time to bring this Action under CCP § 583.310 to trial shall be extended pending the outcome of the settlement process for the time period of the stay.

15. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 9/19/2025

Kaitlyn Rojas

DocuSigned by:
Kaitlyn Rojas
9F79B75CD53644E

Dated: Sept 18, 2025

Yolo Eats, Inc.

By: ______________________

Kellie Morgan, CEO

[Additional Signatures on Next Page]

APPROVED AS TO FORM ONLY:

Dated: 9/18/2025

BASHAM LAW GROUP, INC.

DocuSigned by:

By: Gary R Basham

81BBBC0D53E744A

Gary R. Basham
Attorney for Plaintiffs Kaitlyn Rojas and Class/PAGA Members

Dated: 09/18/2025

KROGH & DECKER, LLP

By: Trevor White

Trevor White
Attorney for Defendant

Rojas v. Yolo Eats | CLASS/PAGA SETTLEMENT AGREEMENT

Final Audit Report 2025-09-19

Created:	2025-09-18
By:	Trevor White (trevorwhite@kroghdecker.com)
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"Rojas v. Yolo Eats | CLASS/PAGA SETTLEMENT AGREEMENT" History

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Agreement completed.
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EXHIBIT A

[CLASS MEMBER NAME and ADDRESS]

[CLASS MEMBER NAME], PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

*This is **not** a solicitation from a lawyer. A court authorized this notice.*

NOTICE OF CLASS ACTION SETTLEMENT

Kaitlyn Rojas ("Plaintiff") v. Yolo Eats, Inc. ("Defendant");
Yolo County Superior Court Case No. Case No. CV2024-1256

If you were employed in California by Yolo Eats, Inc., at the Morgan's Mill restaurant in Woodland, California at any time from May 20, 2020 through May 20, 2024, a proposed class action settlement may affect your rights and you may be entitled to money under the proposed Settlement.

You are **not** being sued. A court authorized this notice. This is **not** a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- You are receiving this Notice because Defendant's records show that you are in the Proposed Settlement Class. Your estimated Net Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD].

- Plaintiff alleges that Defendant did not provide Class Members with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free meal period was not provided. As a result, Plaintiff asserts that Defendant (1) violated California Labor Code sections 226.7 and 512 for failure to provide meal periods; (2) violated California Labor Code section 226 for failure to provide accurate itemized wage statements; (3) violated California Labor Code sections 201 and 202 for failure to pay all compensation owing and due upon discharge or resignation; (4) committed an unfair business practice under the California Business and Professions Code; and (5) violated the California Private Attorneys General Act. Plaintiff seeks to recover (1) the amount of Labor Code penalties incurred for members of the Settlement Class, (2) penalties under the California Private Attorneys General Act, (3) an enhancement payment to Plaintiff as the class representative, (4) reasonable attorneys' fees incurred, and (5) costs incurred.

- Defendant strongly denies Plaintiff's claims and asserts that it has complied with all of its legal obligations under the California Labor Code and Industrial Welfare Commission Wage Orders. The Settlement is not an admission by Defendant of any wrongdoing, and the Court has not made any findings of wrongdoing or liability.

- The Parties in this action disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff contends her claims have merit, she recognizes that litigating involves risk, and that she may not prevail on all or some of Plaintiff's claims. Likewise, while Defendant contends it has strong defenses against Plaintiff's claims, it recognizes risks involved with litigation. The Parties engaged in mediation on August

4, 2025, and, recognizing the risks and costs inherent in litigation, reached a proposed Settlement of the claims asserted in the lawsuit.

- On [INSERT PRELIMINARY APPROVAL DATE] the Court granted preliminary approval of the proposed Settlement. This proposed Settlement is the result of good faith, arm's-length negotiations between the Parties, through their respective attorneys. The Court has expressed no opinion on the merits of Plaintiff's claims or Defendant's defenses.

- You have several options available to you:

PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	**YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT**. By doing nothing, you **WILL** receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is [INSERT ESTIMATED SETTLEMENT AWARD]. Your estimated Settlement Award is based on Defendant's records that show you worked [INSERT WORK WEEKS] weeks for Defendant during the relevant time period.
ASK TO BE EXCLUDED (OPT OUT)	If you timely and validly request in writing to be excluded from the proposed Settlement, you **WILL NOT** receive a share of the Settlement proceeds (except for your share of the PAGA Payment), but you will keep any rights you may have to sue Defendant separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by ____________.
OBJECT	You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you **WILL** (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendant. Your written notice of intent to object must be postmarked by ____________.
DISPUTE YOUR SETTLEMENT AWARD	You may dispute Defendant's records of number of work weeks worked during the Class Period by submitting information to the Settlement Administrator, not later than ____________. The Settlement Administrator shall make the final decision based on the information presented by you and Defendant.

Your options are explained further in this notice.

1. Why did I get this notice?

The Court has granted preliminary approval of the Settlement of the class action brought by Plaintiff on behalf of all persons who are or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California at any time from May 20, 2020 through May 20, 2024 ("Class Period") who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free meal period was not provided. You have received this notice because Defendant's records indicate that you are a Class Member.

2. What is this lawsuit about?

On May 20, 2024, Plaintiff filed a Class Action Complaint alleging the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Furnish Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; and (4) Unfair Business Practices. On August 14, 2024, Plaintiff filed her First Amended Complaint, adding a Fifth Cause of Action for violation of the Private Attorneys' General Act.

Defendant strongly denies these allegations and contends that it has fully complied with applicable California law at all relevant times. Defendant denies that Plaintiff's claims were appropriate for a class action or a representative action and further denies that there was any merit to the claims.

3. Has the Court decided who is right?

No. The Court has not made a decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties in this action disagree as to the probable outcome of the action with respect to liability, damages, and penalties if it were not settled. Although Plaintiff contends her claims and those of the Class have merit, Plaintiff recognizes that litigating involves risk, and that she may not prevail on all or some of her claims. Likewise, while Defendant contends it has strong defenses against Plaintiff's claims, it recognizes risks involved with litigation. The Parties engaged in mediation, and, recognizing the risks and costs inherent in litigation, reached a proposed Settlement of the claims asserted in the lawsuit.

5. What are the terms of the proposed Settlement and how much will I receive?

The gross settlement amount is $190,000.00. Under the proposed Settlement, the following amounts will be deducted before any payments are made to settlement class members, subject to final approval by the Court:

- Attorneys' Fees – up to $63,333.33.
- Costs of Suit – up to $5,650.00.
- Settlement Administration Expenses – up to $4,95.00.
- Service Payment to Class Representative: – up to $10,000.00.

After these deductions, a net settlement fund of approximately $106,066.67 will remain. $15,000.00 of the net settlement fund will be allocated to Plaintiff's claim brought under the Private Attorneys General

Act, and, as provided by law, 75% of this amount will be paid to the California Labor and Workforce Development Agency and the remaining 25% included within the net settlement fund available for distribution to PAGA members. Each Participating Class Member will share pro-rata in the net settlement fund on a pro rata basis calculated as his or her number of weeks worked during the Class Period as a percentage of all Class Members' weeks worked during the Class Period. Specifically, each Class Member shall receive a credit of one work week for each week (or portion thereof) during which he or she was on the payroll from May 20, 2020 through May 20, 2024. Each individual Settlement Amount shall be allocated to penalties and interest, to be reported on an IRS form 1099.

6. What do I have to do to receive a share of the proposed Settlement?

Nothing. If you wish to receive a payment under the terms of this proposed Settlement, you do **not** have to do anything. However, it is important that if your address has changed, you give your current mailing address to the Settlement Administrator in order to ensure you receive your share of the Settlement proceeds if the proposed Settlement is finally approved. You will be covered by the release summarized in Section 8, below.

7. How was my share calculated?

You received a credit of one work week for each week (or portion thereof) during which you were on the payroll from May 20, 2020 through May 20, 2024.

Should you choose to participate in the Settlement, your settlement check must be cashed within 90 days from the date of the check. Checks remaining uncashed for more than 90 days after issuance will expire and become non-negotiable, and the funds from such uncashed checks will be sent to the Controller of the State of California, in the name of that Class Member, to be held pursuant to the Unclaimed Property Law for the benefit of the Class Member until such time as they claim their property, as allowed by law.

8. What rights am I giving up?

As part of the Settlement, Plaintiff and each member of the Settlement Class (excluding those who elect to exclude themselves from the class settlement) will fully release and discharge Defendant, together with all of Defendant's past and present parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers and attorneys. The Release covers all claims that were or could have been asserted based on the Class/PAGA facts alleged in the First Amended Complaint by Plaintiff and Class Members and the following causes of action asserted in the Action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; (4) Unfair Business Practices; and (5) Violation of the Private Attorneys' General Act, for the Class period of May 20, 2020 through May 20, 2024 and the PAGA Period of June 5, 2023 through May 20, 2024.

9. What are PAGA Penalties?

PAGA Penalties: $15,000.00 of the Net Settlement Amount is allocated to PAGA civil penalties ("PAGA Penalties"), subject to Court approval. By law, 75% of the PAGA Penalties will be paid to the California Labor & Workforce Development Agency and 25% of the PAGA Penalties will be distributed to the PAGA Members. Under PAGA, the State of California deputizes private attorney generals, such as Plaintiff, to prosecute claims against employers for alleged violations of the Labor Code, and all employees are entitled to share in the 25% of the penalties that would otherwise be recoverable by the

State if it directly prosecuted claims against Defendant for the alleged Labor Code violations. No claims are waived by accepting PAGA penalties and no one has a right to object to, or seek exclusion from, the PAGA component of this Settlement.

10. What if I do not wish to be part of the proposed Settlement?

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself ("opt out") by completing, signing and mailing a Request for Exclusion letter by [INSERT REPONSE DEADLINE] to the Settlement Administrator as follows.

<u>Settlement Administrator</u>: INSERT INSERT INSERT INSERT	

If your Request for Exclusion is postmarked after [INSERT REPONSE DEADLINE], it will be rejected, and you will be a Class Member and be bound by the Settlement terms.

To be valid, any Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the [INSERT REPONSE DEADLINE]. As noted, even if you request exclusion, you will remain part of the PAGA penalty part of the Settlement.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this proposed Settlement, except for his or her portion of the PAGA Payment, if applicable. Such persons will retain any rights to sue Defendant separately about the claims made in this lawsuit.

11. What if I have an objection?

Any objection to the proposed Settlement must be in writing and mailed to the Settlement Administrator (identified above) by [INSERT REPONSE DEADLINE]. To be valid, any objection must include the Class Member's name and provide each specific reason in support of the objection and be postmarked by the [INSERT REPONSE DEADLINE] and mailed to the Settlement Administrator at the address specified above. Class Members need not include legal arguments for their written objections to be considered. Class Members may speak at the Final Approval Hearing whether or not they have complied with the above written objection procedures. If you wish to appear remotely to object, you should contact the Clerk of the Court two days in advance of the hearing for instructions on how to log into the Court's videoconferencing system.

12. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, including to make any objections to the proposed Settlement, you are free to hire one at your own expense. The below are Class Counsel and Defendant's Counsel in this case:

Class Counsel:	Defendant's Counsel:
Gary Basham, Esq. BASHAM LAW GROUP, INC. 13389 Folsom Blvd., Suite 300 #339 Folsom, CA 95630 Phone: (916) 282-0841 Email: gary@bashamlawgroup.com	Trevor White, Esq. KROGH & DECKER, LLP 555 Capitol Mall, Suite 700 Sacramento, CA 95814 Phone: 916.498.9000 Fax: 916.498.9005 Email: trevorwhite@kroghdecker.com

13. What happens next in the case?

The proposed Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 14 of the Yolo County Superior Court, 1000 Main Street, Woodland, California 95695 on ______, 2025, at XX Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the settlement of the class action claim, PAGA representative claim, and also Class Counsel's request for attorneys' fees and costs, the costs of settlement administration, and the proposed service award. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

14. How can I receive more information?

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Class Action & PAGA Settlement Agreement" on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Yolo County Superior Court, 1000 Main Street, Woodland, California 95695. You may also ask Class Counsel to send you a copy of the Class Action & PAGA Settlement Agreement or other pleadings. For further information, you may also call or email Class Counsel (listed above) or the Settlement Administrator (listed above). ADD ILYM Website Info.

Please do not telephone the Court, the Office of the Clerk, Defendant or Defendant's counsel for information regarding this proposed Settlement.

Questions? Call the Settlement Administrator toll free at [phone number]

EXHIBIT B

GARY R. BASHAM (SBN 130119)
BASHAM LAW GROUP
8801 Folsom Blvd., Suite 280
Sacramento, California 95826
Telephone: (916) 282-0841
gary@bashamlawgroup.com

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 8/14/2024 6:29 PM
By: B Puebla, Deputy

Attorneys for Plaintiff KAITLYN ROJAS and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF YOLO

KAITLYN ROJAS, individually on behalf of herself and all others similarly situated,
Plaintiffs,

v.

YOLO EATS, INC., a California Corporation; and DOES 1-10,

Defendants.

Case No. CV2024-1256

PLAINTIFF'S CLASS ACTION AND PAGA FIRST AMENDED COMPLAINT (California Code of Civil Procedure §382)

(1) Failure to Pay Meal Period Premium Wages;
(2) Failure to Furnish Accurate Itemized Wage Statements;
(3) Failure To Timely Pay All Wages at Termination – Waiting Time Penalties;
(4) Unfair Business Practices; and
(5) Private Attorneys' General Act.

DEMAND FOR JURY TRIAL

Plaintiff Kaitlyn Rojas ("Plaintiff"), on behalf of herself and all others similarly situated (hereinafter sometimes collectively referred to as ("Class Plaintiffs" or "Class Members"), hereby files this Class Action and PAGA First Amended Complaint ("Complaint") against Defendants Yolo Eats, Inc., a California Corporation ("Defendant Employer") and DOES 1-10 (collectively referred to as "Defendants"). Plaintiff complains and alleges as follows:

I. INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure §382, seeking damages, restitution, injunctive relief, penalties, reasonable attorneys' fees, and costs, under the California Labor Code as set forth herein, on behalf of Plaintiff and all other individuals who are

or have been employed by Defendants in California who were (1) denied a Labor Code compliant thirty (30) minute, duty free meal period, entitling them to meal period premium wages; (2) denied accurate itemized wage statements in violation of the Labor Code; and (3) denied the payment of all meal period premium wages due at the end of their employment, entitling them to waiting time penalties. Plaintiff further maintains a cause of action pursuant to the Private Attorneys' General Act ("PAGA").

2. For the four (4) years immediately preceding the filing of this Complaint, Defendants consistently, willfully, and deliberately violated the Labor Code and Business & Professions Code § 17200, *et seq.* ("the Unfair Competition Law") by treating unlawfully Plaintiff and the Class by (1) failing to provide California compliant off duty meal periods and failing to pay meal period premium wages owed, (2) failing to provide accurate itemized wage statements reflecting meal period premium wages owed, and (3) failing to pay all meal period premium wages owing and due at the end of their employment.

3. The "Class Period" is designated from four years prior to the filing of the instant Complaint through the time the Court certifies this case as a class action. Plaintiff is informed and believes that the Labor Code violations asserted herein have been going on for at least four years prior to the filing of this action, and are continuing and will continue unless and until the Court enjoins this unlawful conduct.

II. PARTIES

4. At all relevant times, Plaintiff resides in California. Plaintiff was an employee of Defendant Employer. Defendant Employer hired Plaintiff on or about January 22, 2022 as a server and bartender working at its Morgan's Mill restaurant in Woodland, California. Plaintiff's employment with Defendant Employer ended on May 6, 2024.

5. At all relevant times, Defendant Employer is a California corporation which owns and operates several restaurants located in the Woodland, California area, including Morgan's Mill restaurant where Plaintiff worked.

6. The true names and capacities of Defendants Does 1 through 10, inclusive, whether individual, corporate, associate, agent, employee, or otherwise, are unknown to Plaintiff

at the time of filing this Complaint; therefore, Plaintiff sues said Defendants by such fictitious names and will ask leave of Court to amend this Complaint to show their true names or capacities when the same have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the Doe Defendants is, in some manner, responsible for the events and violations of law herein set forth. Plaintiff alleges that Defendants proximately caused injury and damages to Plaintiff as herein alleged.

7. At all times herein mentioned, each Defendant was acting as the principal, parent, agent and/or subsidiary of each of the remaining Defendants, and were, always herein mentioned, acting within the scope of said relationship. Plaintiff is informed and believes that each Defendant carried out a joint scheme, conspiracy, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Defendants encouraged and solicited one another to perform the conduct alleged herein, and ratified each other's conduct. Whenever and wherever reference is made in this Complaint to any act by a Defendant or Defendants, inclusive of the Does, such allegations and references shall also be deemed to mean the acts and failures to act legally attributable to each Defendant acting individually, jointly, and/or severally.

III. <u>JURISDICTION AND VENUE.</u>

8. This court has personal jurisdiction over Defendants because, at all relevant times, Defendant Employer was doing business in the State of California and has its corporate offices in Woodland, California. Further, Defendants do business in Yolo County and had Class Plaintiffs work for Defendants in Yolo County.

9. Venue is proper in the County of Yolo County in accordance with Code of Civil Procedure §395.5 because this a county where the obligation or liability arises under the Labor Code and IWC Wage Order 5.

IV. <u>FACTUAL ALLEGATIONS</u>

10. Defendant Employer owns and/or operates several restaurants in the Woodland, California area. At all relevant times, Defendants are and have been subject to the California Labor Code and IWC Wage Order 5.

11. Throughout the course and scope of Plaintiff's employment with Defendant Employer, Defendant Employer failed to provide Plaintiff, and on information and belief other employees working for Defendant Employer in California, a net thirty-minute, duty-free meal period for each workday during which Plaintiff and the proposed Class were required to work more than five (5) hours, as mandated by California law, or to pay one (1) hour of additional wages at their regular rate of compensation for each occasion in which a duty-free meal period was not provided, as required by Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Plaintiff and on information and belief all other California employees were and are entitled to meal period premium wages in accordance with the Labor Code and IWC Wage Order 5.

12. Plaintiff, and on information and belief other employees working for Defendant Employer in California, have not received compensation for all meal period premium wages at the end of their employment with Defendants, subjecting Defendants to waiting time penalties. Accordingly, Defendant Employer failed to pay Plaintiff, and on information and belief other employees working for Defendant Employer in California, all wages owing and due at the end of their employment with Defendant Employer in violation of Labor Code §203. Further, as a result of Defendant Employer not paying Plaintiff, and on information and belief other employees working for Defendant Employer in California, all meal period premium wages owing and due, Defendant Employer did not provide Plaintiff, and on information and belief other employees working for Defendant Employer in California, with accurate itemized wage statements in violation of Labor Code §226.

13. Defendants' foregoing wrongful acts constitute continuing and ongoing unlawful activity in violation of the Labor Code and Business & Professions Code § 17200, et seq. ("Unfair Competition Law"). Accordingly, Defendants should be enjoined from continuing to violate the Labor Code and the Unfair Competition Law as set forth herein, including but not limited to an injunction ordering Defendants to cease the unlawful business practices in violation of IWC Wage Order No. 5-2001, section 4 (c), and the Unfair Competition Law.

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V. CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on behalf of herself and all others similarly situated as a Class Action pursuant to Code of Civil Procedure §382. The Class that Plaintiff seeks to represent is the following: All persons who are or have been employed by Defendant Employer in California at any time from four years prior to the filing of this action through the date of the Court's granting of class certification in this matter who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, as mandated by California law, and not paid one (1) hour of additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free meal period was not provided, as required by California law. Plaintiff further alleges Sub-Classes as follows:

(a) Waiting Time Penalty Sub-Class: All California Employees who have separated from their employment with Defendants (either by involuntary termination or resignation) and who are owed meal period premium wages at any time from three years prior to the filing of this Action through the date of the Court's granting of class certification in this matter.

(b) Wage Statement Penalty Sub-Class: All California Employees who were owed meal period premium wages at any time from one year prior to the filing of this action through the date of the Court's granting of class certification in this matter and were not provided accurate itemized wage statements reflecting meal period premium wages owed.

15. This action has been brought and may be maintained as a class action under Code of Civil Procedure §382 because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

16. Numerosity: The potential members of the Class as defined herein are numerous and therefore joinder of all of the members of the Class is impracticable, especially when employee turnover during the Class Period is taken into account. Defendant Employer's employment records applicable to the Class are required before an accurate number can be

determined, but Plaintiff is informed and believes that the potential members of the class are over 35 current and former employees of Defendant Employer.

17. Commonality: There are questions of law and fact that are common to Plaintiff and the Class that predominate over any questions affecting only individual members of the potential Class, including but not limited to the following: Whether Defendant Employer improperly treated Plaintiff and the Class unlawfully by (1) failing to provide California compliant off duty meal periods and failing to pay meal period premium wages owed, (2) failing to provide accurate itemized wage statements reflecting meal period premium wages owed, and/or (3) failing to pay all meal period premium wages owing and due at the end of their employment.

18. Typicality: Plaintiff's claims are typical of the Class. Plaintiff and other Class Members sustained damages due to Defendant Employer's actions as described herein. Thus, each member of the Class will have the same basis for damages under the Labor Code and the Unfair Competition Law.

19. Adequacy of Representation: Plaintiff is a member of the Class and will fairly and adequately represent and protect the interests of the Class. Plaintiff's interests do not conflict with the interests of the Class. Plaintiff's counsel is competent and experienced in litigating wage and hour class actions and will devote sufficient time and resources to the case and adequately represent the interests of the Class.

20. Superiority: A class action is superior to other available means for the fair and efficient adjudication of the instant controversy since individual joinder of all members of the class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would create. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a Class Action. The cost to the court system of

adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

(BY PLAINTIFF, individually and on behalf of the Class Members, AGAINST ALL DEFENDANTS)

21. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 20 of the Complaint as though fully set forth herein.

22. While working for Defendants, Plaintiff, and on information and belief other employees working for Defendant Employer in California, systematically worked periods of more than five (5) hours in a workday without being provided a mandated thirty (30) minute, duty free meal period in violation of Labor Code §§ 226.7 and 512, the applicable Wage Order and California regulations, without limitation. California law requires Plaintiff, and on information and belief other employees working for Defendant Employer in California, to be paid one (1) additional hour of pay per day at his regular rate of compensation for each day that he did not receive a meal period to which he was legally entitled. Plaintiff, and on information and belief other employees working for Defendant Employer in California, did not receive such pay. Therefore, Plaintiff, and on information and belief other employees working for Defendant Employer in California, has not been paid all of the wages due to them.

23. Plaintiff requests restitution of meal period premium wages on behalf of Plaintiff and the proposed Class, injunctive relief to ensure Defendants comply with Labor Code §§ 226.7 and 512, the applicable Wage Order and California regulations, and all other applicable relief allowed by law, including attorneys' fees under Labor Code §218.5 and interest thereon pursuant to Labor Code section 218.6.

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SECOND CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(BY PLAINTIFF, individually and on behalf of the Class Members, AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 23 of the Complaint as though fully set forth herein.

25. Defendants knowingly and intentionally furnished Plaintiff, and on information and belief other employees working for Defendant Employer in California, with inaccurate and false itemized statements as described herein, as required by Labor Code §226, and the applicable Wage Order and California Regulations. Throughout her employment, Plaintiff, and on information and belief other employees working for Defendant Employer in California, earned meal period premium wages. However, Defendants failed to pay Plaintiff, and on information and belief other employees working for Defendant Employer in California, meal period premium wages. Defendants further failed to report on its itemized wage statements to Plaintiff, and on information and belief other employees working for Defendant Employer in California, any of the meal period premium wages earned, which caused Defendants' itemized wage statements for Plaintiff, and on information and belief other employees working for Defendant Employer in California, to state the incorrect gross and net wages earned and failed to state the meal period premium wages owed.

26. Pursuant to Labor Code §226(e)(1), Plaintiff, and on information and belief other employees working for Defendant Employer in California, is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000).

27. As a result of Defendants' unlawful actions, Plaintiff has been required to retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff is entitled to recover Plaintiff's reasonable attorney's fees and costs incurred herein pursuant to Labor Code §226(e)(1). Plaintiff further seeks injunctive relief to ensure Defendants comply with

Labor Code § 226, as well as Plaintiff's reasonable attorney's fees and costs incurred herein, pursuant to Labor Code §226(h).

THIRD CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE AT TERMINATION - WAITING TIME PENALTIES

(BY PLAINTIFF, individually and on behalf of the Class Members, AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 23 of the Complaint as though fully set forth herein.

29. California Labor Code §201 requires an employer who discharges an employee to pay all compensation due and owing to said employee immediately upon discharge. Labor Code §202 requires an employer to promptly pay all compensation due and owing to said employee within seventy-two (72) hours of that employee's termination of employment by resignation. California Labor Code §203 provides that if an employer willfully fails to pay all compensation promptly upon discharge or resignation, as required under §§201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

30. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay all compensation and wages due to Plaintiff, and on information and belief other employees working for Defendant Employer in California, upon the cessation of their employment, as required by Labor Code §§201-202. Defendants have failed and continue to fail to pay Plaintiff, and on information and belief other employees working for Defendant Employer in California, all meal period premium wages owing any due.

31. As a result of Defendants' unlawful acts, Defendants are liable to Plaintiff, and on information and belief other employees working for Defendant Employer in California, who are no longer employed by Defendant Employer for waiting time penalties under Labor Code §203, together with interest thereon pursuant to Labor Code section 218.6. Plaintiff further seeks injunctive relief to ensure Defendants comply with Labor Code §§ 201 – 203.

32. As a result of Defendants' unlawful actions, Plaintiff has been required to

retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff is entitled to recover Plaintiff's reasonable attorney's fees and costs incurred herein pursuant to Labor Code section 218.5.

FOURTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES

(BY PLAINTIFF, individually and on behalf of the Class Members, AGAINST ALL DEFENDANTS)

33. Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1 through 32 of the Complaint as though fully set forth herein.

34. Defendants' foregoing wrongful acts in violation of the Labor Code as described herein, constitute continuing and ongoing unlawful activity prohibited by Business & Professions Code § 17200, *et seq.* ("the Unfair Competition Law") and justifies the issuance of an injunction, restitution, and other equitable relief pursuant to Business & Professions Code § 17203.

35. Defendants' conduct described herein was directly in violation of California's wage and hour laws, and it constitutes and was intended to constitute unfair competition and unlawful and unfair acts and practices within the meaning of the Unfair Competition Law.

36. Through their wrongful and unlawful acts, as described herein, Defendants have acted contrary to the public policy of this State.

37. Defendants have engaged in unlawful business acts and practices by violating the Labor Code as described herein.

38. As a result of their unlawful, unfair, and/or fraudulent acts, Defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and the proposed Class Members.

39. Therefore, under the provisions of the Unfair Competition Law and Labor Code §§ 201-203 and 512, Defendants should be enjoined from this activity and should provide restitution to Plaintiff and the proposed Class Members for the wrongfully withheld compensation pursuant to Business and Professions Code §17203, in a sum according to proof for the 4-year

period preceding the filing of this Complaint up to and including the present, for violation of the Labor Code.

FIFTH CAUSE OF ACTION
CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT
(BY PLAINTIFF, individually and on behalf of all others similarly situated and the State of California, AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 2, 4 through 12, and 22 through 23, 25 through 27, and 29 through 32 of the Complaint as though fully set forth herein.

41. The Court has jurisdiction of this cause of action pursuant to Labor Code §§2699, et seq.

42. Plaintiff is an "aggrieved employee" as defined under Labor Code §2699(c), and thus has standing to bring this representative action on behalf of herself and all and all other individuals who are or have been employed by Defendants in California who were (1) denied a Labor Code compliant thirty (30) minute, duty free meal period, entitling them to meal period premium wages; (2) denied accurate itemized wage statements in violation of the Labor Code; and/or (3) denied the payment of all meal period premium wages due at the end of their employment, entitling them to waiting time penalties. Plaintiff seeks PAGA penalties on behalf of herself, other aggrieved current or former employees of Defendant, and the State of California for violations of the Labor Code as set forth herein, pursuant to Labor Code §§2699 and 2699.3.

43. Labor Code §2699(a) provides: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

44. Labor Code §2699(f) provides: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each

aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

45. Defendant violated numerous provisions of the California Labor Code and Wage Orders, including without limitation: IWC Wage Order 5. As a result of these violations, Plaintiff, on behalf of herself, other aggrieved employees, and the State, will seek penalties against Defendant under Labor Code § 2699(f).

46. Meal Period Violations: Defendant Employer required Plaintiff and other California employees employed by Defendant Employer to work more than five (5) hours during their shifts without providing a net thirty-minute, duty-free meal period to them, and failed to pay Plaintiff and other aggrieved employees any meal period premium wages as required by Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001.

47. Waiting Time Penalties: California Labor Code §201 requires an employer who discharges an employee to pay all compensation due and owing to said employee immediately upon discharge. Labor Code §202 requires an employer to promptly pay compensation due and owing to said employee within seventy-two (72) hours of that employee's termination of employment by resignation. California Labor Code §203 provides that if an employer willfully fails to pay meal period premium wages owed promptly upon discharge or resignation, as required under §§201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days. Defendant Employer willfully failed and refused, and continue to willfully fail and refuse to timely pay all meal period premium wages due to Plaintiff other former aggrieved employees upon the cessation of their employment, as required by Labor Code §§201-202.

48. Defendant Employer knowingly and intentionally failed to furnish Plaintiff, and on information and belief and other aggrieved employees employed by Defendant Employer, with accurate wage statements, as required by Labor Code §226. As a result of Defendant Employer's unlawful acts, Defendant Employer is liable for the amounts provided by Labor Code §226, including attorney's fees and costs.

49. Plaintiff will seek the following civil penalties against Defendant for

herself, the State, and aggrieved employees:

a. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant Employer's failure to provide compliant meal periods and pay meal period premium wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001.

b. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant Employer's failure to provide Plaintiff and other aggrieved employees with accurate wage statements, as required by Labor Code §226.

c. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant Employer's failure to pay Plaintiff and other aggrieved employees all meal period premium wages owed promptly upon discharge or resignation, as required under Labor Code §§201 and 202.

50. As a result, Plaintiff seeks civil penalties as provided under applicable Labor Code sections for violations of the Labor Code alleged herein pursuant to Labor Code§2699(a). To the extent that any violation alleged herein does not carry a penalty, Plaintiff seeks civil penalties pursuant to Labor Code §2699(f) for Plaintiff and PAGA Aggrieved Employees for violations of those sections.

51. Plaintiff seeks penalties on behalf of herself, the PAGA Aggrieved Employees, and the State, as provided by Labor Code §2699(i). Affected employees are numerous, and it would be impracticable to bring all the affected co-employees before the Court.

52. Plaintiff's PAGA claim does not require Class Certification. Plaintiff does not need a Court Order authorizing the representation of the class for this cause of action.

53. As a result of its violations of the Labor Code, and the injuries suffered by Plaintiff and the PAGA Aggrieved Employees, Defendant is liable to Plaintiff, the PAGA Aggrieved Employees and the State for the civil penalties sought herein.

54. Plaintiff also is entitled to an award of attorneys' fees and costs pursuant to

Labor Code section 2699(g).

55. On June 5, 2924, Plaintiff provided timely notice of her intention to bring an action pursuant to the PAGA, Labor Code §§2699, *et seq.*, to the California Labor and Workforce Development Agency ("LWDA") and Defendant. No response was received within the following sixty-five (65) calendar days. Therefore, Plaintiff has satisfied the requirements to assert a PAGA claim under Labor Code §2699.3.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff KAITLYN ROJAS, on behalf of herself and the above-described Class and Sub-Classes, prays for the following relief against Defendants, and each of them where applicable, as follows:

1. Certification of the First through Fourth Causes of Action as a class action on behalf of the Class described herein and designation of Plaintiff as the representative and Basham Law Group, Inc., as counsel for the Class and Sub-Classes described herein;

2. As to the First Cause of Action, a declaratory judgment that Defendant Employer and Does 1 through 10 violated IWC Wage Order No. 5-2001 and Labor Code §§ 226.7 and 512 as alleged herein;

3. As to the First Cause of Action, that Defendant Employer and Does 1 through 10 be enjoined from continuing to violate Labor Code §§ 226.7 and 512 as alleged herein, including but not limited to an injunction ordering Defendants to cease the unlawful business practices which violate the Labor Code as alleged therein and requiring Defendants to fully comply with Labor Code §§ 226.7 and 512.

4. As to the First Cause of Action, for an award against Defendants and in favor of Plaintiff and the Class Members in an amount according to proof for unpaid meal period premium wages earned by Plaintiff and the Class Members in accordance with Labor Code §§ 226.7 and 512;

5. As to the First Cause of Action, for prejudgment and post judgment interest, attorney's fees, and costs of suit pursuant to Labor Code §§ 218.5, 218.6 and Civil Code

§§3287-3288;

6. As to the Second Cause of Action, a declaratory judgment that Defendant Employer and Does 1 through 10 violated Labor Code §226 as alleged herein.

7. As to the Second Cause of Action, that Defendant Employer and Does 1 through 10 be enjoined from continuing to violate Labor Code § 226 as alleged herein, including but not limited to an injunction ordering Defendants to cease the unlawful business practices which violate the Labor Code as alleged therein and requiring Defendants to fully comply with Labor Code § 226.

8. As to the Second Cause of Action, for an award against Defendants and in favor of Plaintiff and the Class Members in an amount according to proof for payment of all applicable penalties for failure to provide accurate itemized wage statements to Plaintiff and the Class Members in an amount according to proof pursuant to Labor Code §226;

9. As to the Second Cause of Action, for prejudgment and post judgment interest, attorney's fees, and costs of suit pursuant to Labor Code §226(e)(1) and Civil Code §§3287-3288;

10. As to the Third Cause of Action, a declaratory judgment that Defendant Employer and Does 1 through 10 violated Labor Code §203 as alleged herein.

11. As to the Third Cause of Action, that Defendant Employer and Does 1 through 10 be enjoined from continuing to violate Labor Code § 203 as alleged herein, including but not limited to an injunction ordering Defendants to cease the unlawful business practices which violate the Labor Code as alleged therein and requiring Defendants to fully comply with Labor Code § 203.

12. As to the Third Cause of Action, for an award against Defendants and in favor of Plaintiff and the Class Members in an amount according to proof for payment of all applicable penalties for non-payment of wages to Plaintiff in accordance with Labor Code §203;

13. As to the Third Cause of Action, for prejudgment and post judgment interest, attorney's fees, and costs of suit pursuant to Labor Code §§218.5 – 218.6 and Civil Code §§3287-3288;

14. As to the Fourth Cause of Action, a declaratory judgment that Defendant

Employer and Does 1 through 10 violated Business and Professions Code §17200 *et seq.* as a result of Defendants' violations of the Labor Code as alleged herein;

15. As to the Fourth Cause of Action, that Defendant Employer and Does 1 through 10 be ordered to make restitution to Plaintiff and the Class Members due to their unfair competition, including disgorgement of their wrongfully obtained revenue, earnings, profits, compensation and benefits in violation of the California Business and Professions Code in an amount according to proof at trial;

16. As to the Fourth Cause of Action, that Defendant Employer and Does 1 through 10 be enjoined from continuing to engage in unfair competition in violation of the Business and Professions Code, including but not limited to an injunction ordering Defendants to cease the unlawful and unfair business practices which violate the Labor Code as alleged herein;

17. As to the Fourth Cause of Action, for prejudgment and post judgment interest, and costs of suit pursuant to Civil Code §§3287-3288 and/or any other applicable statute;

18. As to the Fifth Cause of Action, for an award of all applicable civil penalties referenced herein, including but not limited to civil penalties pursuant to Labor Code §2699(f) on behalf of Plaintiff, the PAGA Aggrieved Employees, and the State of California, against Defendants, according to proof at trial;

19. As to the Fifth Cause of Action, for prejudgment and post judgment interest, attorney's fees, and costs of suit pursuant to Labor Code §2699(g) and Civil Code §§3287-3288.

20. As to all Causes of Action, for all other relief that is just and proper.

Date: August 14, 2024

BASHAM LAW GROUP

By: ______________________

GARY R. BASHAM

Attorneys for Plaintiff KAITLYN ROJAS and the Proposed Class

DEMAND FOR JURY TRIAL

Plaintiff KAITLYN ROJAS hereby demands a trial by jury as provided by California Code of Civil Procedure section 631 and any other applicable law or statute.

Date: August 14, 2024

BASHAM LAW GROUP

By: ______________________

GARY R. BASHAM

Attorneys for Plaintiff KAITLYN ROJAS and the Proposed Class

EXHIBIT C

Rojas v. Yolo Eats, Inc.

Report 06/10/2026

Plaintiff's Counsel:	BASHAM LAW GROUP
Contact:	Gary Basham, Esq.
Defense Counsel:	KROGH & DECKER, LLP
Contact:	Trevor White, Esq., Lauren Hupe, Esq. & Jack Morrison, Esq.

Summary

Total Class Size
37

Class Period
05/20/2020 - 05/20/2024

PAGA Period
06/05/2023 - 05/20/2024

Initial Mailing
04/22/2026

Response Deadline
06/06/2026

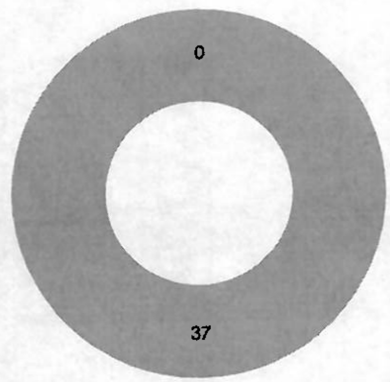
Final Approval Hearing
08/06/2026

Class

ITEM	AMOUNT
Total Class Members:	37
Total Opt Outs Rec'd:	0
Total Objections Rec'd:	0
Total Disputes Rec'd:	0
% of Opt Outs Rec'd:	0.00%

Percentage of Class to Opt Out

0.00%



Mailing

ITEM	AMOUNT
Notices Returned:	5
Forwarded Notices:	0
Notices Traced:	5
Notices Returned 2nd Time:	0
Undeliverable Notices:	1
Requested Notices:	0
Notices Re-mailed:	4

ILYM GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

NOTICE: **All calculations in the weekly report are provided as a reference and will vary each week. Details regarding Claims and Settlement Amounts are based on preliminary data supplied to our office at the time of our involvement in the case. If you have questions regarding any data in this report, please contact your Claims Manager.**

EXHIBIT D

RECEIVED
YOLO SUPERIOR COURT
12/29/2025 2:43 PM
By: C Palos, Deputy

BASHAM LAW GROUP
Gary R. Basham (SBN 130119)
8801 Folsom Boulevard, Suite 280
Sacramento, California 95826
Telephone: (916) 282-0841
Facsimile: (916) 266-7478
Email: gary@bashamlawgroup.com

Attorneys for Plaintiff KAITLYN ROJAS and the Proposed Class

FILED
YOLO SUPERIOR COURT
MAR 05 2026
C. PALOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

KAITLYN ROJAS, individually on behalf of herself and all others similarly situated, Plaintiffs, v. YOLO EATS, INC., a California Corporation; and DOES 1-10, Defendants.	Case No. CV2024-1256 **CLASS ACTION** **[~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT** Complaint Filed: May 20, 2024 FAC Filed: August 14, 2024 Trial Date: None Date: February 5, 2026 Time: 9:00am Dept: 14

I. RECITALS

WHEREAS, on May 20, 2024, Plaintiff Kaitlyn Rojas (hereafter "Plaintiff") filed her Class Action Complaint against with Defendant Yolo Eats, Inc. ("Defendant"), alleging the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Furnish Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; and (4) Unfair Business Practices.

WHEREAS, on August 14, 2024, Plaintiff filed her First Amended Complaint, adding a Fifth Cause of Action for violation of the Private Attorneys' General Act ("PAGA").

WHEREAS, on August 4, 2025, Plaintiff and Defendant (collectively "the Parties") attended private mediation with well-known mediator Russ J. Wunderli and reached a global settlement agreement on all causes of action – individual, class and PAGA.

WHEREAS, the Parties entered into a Memorandum of Understanding on August 24-25, 2025, and after further negotiations during late August and early September 2025, the Parties entered into the ("Settlement Agreement") on September 18-19, 2025.

WHEREAS on ~~February 5~~ 3/5, 2026 at 9:00 a.m. in Department 14 of this Court, a hearing was held on Plaintiff's Motion for Preliminary Approval of Class Settlement (the "Motion"), and after review and consideration of the Settlement Agreement, the papers filed in support of the Motion, and the arguments of counsel, the Court finds as follows:

II. FINDINGS

Having reviewed the Settlement Agreement and the papers filed in support of Plaintiff's Motion for Preliminary Approval of Class Settlement, as well oral arguments of counsel, the Court hereby finds as follows:

1) Certification of the proposed Class for settlement purposes only is appropriate in this matter for the reasons set forth in Plaintiff's Motion;

2) The Settlement Agreement set forth as Exhibit A to the Declaration of Gary R. Basham, and the consideration, procedures, and obligations set forth therein, present a fair, reasonable, and adequate settlement of the case and is in the best interests of the proposed Class given the legal and factual disputes presented in this matter;

3) Plaintiff does not have any conflicts of interest that would bar Plaintiff from being a Class Representative, and appointing Plaintiff as class representatives would be consistent with all applicable laws in the State of California;

4) Basham Law Group and Gary R. Basham do not have any conflicts of interest that would preclude them from acting as class counsel, Gary R. Basham of Basham Law Group is well qualified to act as class counsel, and appointing Basham Law Group as class counsel

would be consistent with all applicable laws and regulations in the State of California; and

5) The proposed plan for class notice and settlement administration, set forth in the Settlement Agreement (Exhibit A to the Declaration of Gary R. Basham) is consistent with all applicable California laws and regulations and represents a fair and adequate notice plan, and the Notice of Class Action Settlement ("Class Notice"), attached as Exhibit A to the Settlement Agreement, is appropriate, fair, and consistent with all applicable laws in the State of California.

III. ORDER

IT IS HEREBY ORDERED as follows:

1) The proposed settlement of this action, as set forth in Exhibit A to the Declaration of Gary R. Basham, is hereby preliminary approved;

2) The Court preliminarily certifies the Stipulated Class, as defined within Exhibit A to the Declaration of Gary R. Basham;

3) Plaintiff is preliminarily appointed as Class Representatives;

4) Gary R. Basham and Basham Law Group are preliminarily appointed as Class Counsel;

5) ILYM Group, Inc., is hereby appointed as Settlement Administrator;

6) The proposed plan for class notice in the Settlement Agreement, set forth in Exhibit A to the Declaration of Gary R. Basham, is hereby approved, and the Class Notice Form, attached as Exhibit A to the Settlement Agreement, is hereby approved; and

7) Plaintiff shall file a Motion for Final Approval of Class and PAGA Settlement and may file a separate Motion for Attorneys' Fees, Costs and Class Representative Enhancement Award for a hearing date on or after 95 days following the date of this Order.

IT IS SO ORDERED.

Date: 3/5/2026

Hon. Judge of the Superior Court

SAMUEL T. McADAM

8/6/2026 @ 9:00 D14

PL TO give notice of the hearing on motion for final approval of class settlmt.

EXHIBIT E

BASHAM LAW GROUP

EMPLOYMENT LAW COUNSEL

8801 FOLSOM BLVD, SUITE 280
SACRAMENTO, CALIFORNIA 95826
PHONE: (916) 282-0841
CELL: (916) 425-3543
gary@bashamlawgroup.com

June 5, 2024

VIA ONLINE

Labor Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA. 95814

VIA CERTIFIED MAIL/RETURNED RECEIPT REQUESTED

Yolo Eats, Inc.
Attn.: CEO Kellie M. Morgan
630 Lincoln Avenue
Woodland, California 95695

VIA EMAIL

Meagan Bainbridge, Esq. (mbainbridge@weintraub.com)

Re: *NOTICE OF LABOR LAW VIOLATIONS (CA. LABOR CODE § 2699.3)*

To Whom It May Concern:

Pursuant to the requirements of Labor Code § 2699.3, aggrieved employee Kaitlyn Rojas ("Plaintiff") hereby notifies the Labor Workforce Development Agency ("LWDA") of labor law violations, and the facts and circumstances giving rise to them, committed by her former employer, Yolo Eats, Inc. ("Defendant Employer") against herself and other aggrieved employees of Defendant Employer employed in California.

This letter also serves to notify *Defendant Employer* of the labor law violations against Plaintiff and other aggrieved employees, and the facts and circumstances giving rise to those violations. Plaintiff intends to seek penalties against Defendant Employer for each and every violation averred to herein to the fullest extent permitted by law.

A. Statement of Facts.

Defendant Employer owns and/or operates several restaurants in the Woodland, California area. At all relevant times, Defendants are and have been subject to the California Labor Code and IWC Wage Order 5.

Plaintiff was an employee of Defendant Employer. Defendant Employer hired Plaintiff on or about January 22, 2022 as a server and bartender working at its Morgan's Mill restaurant in Woodland, California. Plaintiff's employment with Defendant Employer ended on May 6, 2024.

Throughout the course and scope of Plaintiff's employment with Defendant Employer, Defendant Employer failed to provide Plaintiff, and on information and belief other employees working for Defendant Employer in California, a net thirty-minute, duty-free meal period for each workday during which Plaintiff and the proposed Class were required to work more than five (5) hours, as mandated by California law, or to pay one (1) hour of additional wages at their regular rate of compensation for each occasion in which a duty-free meal period was not provided, as required by Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Plaintiff and on information and belief all other California employees were and are entitled to meal period premium wages in accordance with the Labor Code and IWC Wage Order 5.

Plaintiff, and on information and belief other employees working for Defendant Employer in California, have not received compensation for all meal period premium wages at the end of their employment with Defendants, subjecting Defendants to waiting time penalties. Accordingly, Defendant Employer failed to pay Plaintiff, and on information and belief other employees working for Defendant Employer in California, all wages owing and due at the end of their employment with Defendant Employer in violation of Labor Code §203.

Further, as a result of Defendant Employer not paying Plaintiff, and on information and belief other employees working for Defendant Employer in California, all meal period premium wages owing and due, Defendant Employer did not provide Plaintiff, and on information and belief other employees working for Defendant Employer in California, with accurate itemized wage statements in violation of Labor Code §226.

B. Labor Code Violations

Meal Periods: Defendant Employer required Plaintiff and other California employees employed by Defendant Employer to work more than five (5) hours during their shifts without providing a net thirty-minute, duty-free meal period to them, and failed to pay Plaintiff and other aggrieved employees any meal period premium wages as required by Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001.

Wage Statements: Defendant Employer knowingly and intentionally failed to furnish Plaintiff, and on information and belief and other aggrieved employees employed by Defendant Employer, with accurate wage statements, as required by Labor Code §226. As a result of Defendant Employer's unlawful acts, Defendant Employer is liable for the amounts provided by Labor Code §226, including attorney's fees and costs.

Waiting Time Penalties: California Labor Code §201 requires an employer who discharges an employee to pay all compensation due and owing to said employee immediately upon discharge. Labor Code §202 requires an employer to promptly pay compensation due and owing to said employee within seventy-two (72) hours of that employee's termination of employment by resignation. California Labor Code §203 provides that if an employer willfully fails to pay meal period premium wages owed promptly upon discharge or resignation, as required under §§201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days. Defendant Employer willfully failed and refused, and continue to willfully fail and refuse to timely pay all meal period premium wages due to Plaintiff other former aggrieved employees upon the cessation of their employment, as required by Labor Code §§201-202.

C. **Theories of Relief.**

If permitted, Plaintiff, by and through his well-qualified counsel, intends to seek relief under the Private Attorneys General Act ("PAGA") for the actions of Defendant Employer for both her and other aggrieved employees of Defendant Employer in California. By way of illustration and without limitation, Plaintiff will pursue the following theories of relief:

Plaintiff believes Defendant Employer violated provisions of the California Labor Code and Wage Orders, including without limitation: Labor Code §§201-202, 226, 226.7, 512 and IWC Wage Order No. 5-2001. As a result of these violations, Plaintiff, on behalf of herself, other aggrieved employees, and the State, will seek penalties against Defendant Employer under Labor Code §2699(f).

For instance, by way of illustration and without limitation, Plaintiff will seek the following civil penalties against Defendant Employer for herself, the State, and aggrieved employees:

i. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant Employer's failure to provide compliant meal periods and pay meal period premium wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001.

ii. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant Employer's failure to provide Plaintiff and other aggrieved employees with accurate wage statements, as required by Labor Code §226.

iii. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant Employer's failure to pay Plaintiff and other aggrieved employees all meal period premium wages owed promptly upon discharge or resignation, as required under Labor Code §§201 and 202.

Plaintiff will be represented by attorneys at Basham Law Group. Basham Law Group is well qualified to pursue this matter. Information on the firm and its attorneys may be found at www.bashamlawgroup.com. Pursuant to Labor Code §2699.3(a)(2)(A), we respectfully request that the LWDA notify Plaintiff and Defendant Employer by certified mail that it does not intend to investigate the alleged violations within 60 calendar days of the postmark date of this notice.

If, within the next 65 days, the LWDA or the California Division of Labor Standards Enforcement, does not investigate these claims and Defendant Employer does not make any efforts to resolve these claims as outlined in this letter, we will require disclosure and notice of all subsequent settlements for any of the violations of law listed or described in this letter, in order to determine the recovery of the Firm's catalyst attorneys' fees as permitted under California law. Be advised that any settlements with any of the aggrieved employees after the date of this letter may result in an award of catalyst fees to Basham Law Group.

Sincerely,

BASHAM LAW GROUP

Gary R. Basham