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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

MARCUS TAYLOR, on behalf of himself and all others similarly situated,

Plaintiff,

v.

RODCO REDDING, LP, a California Limited Partnership; and DOES 1-50, inclusive.

Defendant.

CASE NO.: CGC-24-618334

DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

HEARING INFORMATION

Date: December 22, 2026
Time: 9:00 a.m.
Dept.: 304

Date approved by Dept. 304 Clerk

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and I serve as attorney of record for Plaintiff Marcus Taylor ("Plaintiff") and the Putative Class. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

2. I am admitted to practice before all California state courts and the United States District Courts for the Central, Eastern, Southern, and Northern Districts of California. I have litigated class actions and PAGA representative actions in courts throughout California.

3. I graduated from the University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School, Los Angeles, in 2012. I began my legal career focusing on Plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment matters under the Fair Employment and Housing Act.

4. I opened my law firm in 2014 with an exclusive concentration on the representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation claims in various contexts. Most of my cases have been litigated as class actions, representative PAGA actions, or both.

5. I have attended various Continuing Legal Education courses pertaining to advocacy on behalf of employees. My firm has the experience, resources, and means to provide adequate representation to all aggrieved employees as Class Counsel in this litigation. Currently, my firm is acting as lead counsel in at least 25 wage-and-hour class actions and as co-counsel in at least 20 others.

6. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" from 2023-2026, a distinction reserved for the top 2.5 % of attorneys in the practice area.

7. Following contested but productive negotiations, Plaintiff and Rodco Redding, LP

entered into the Class Action and PAGA Settlement Agreement ("Agreement"), and Class Notice which is attached hereto as **Exhibit "A"**. The Settlement resolves the wage and hour claims asserted in the Action in exchange for Rodco's payment of a nonreversionary Gross Settlement Amount of $325,000, in addition to the employer share of payroll taxes on the Wage Portions of the Individual Class Payments.

8. The Class consists of all individuals who are or were employed by Rodco as nonexempt hourly employees in California during the Class Period from February 1, 2022, through September 15, 2025. The Settlement also resolves the PAGA claims for all nonexempt hourly employees who worked for Rodco in California during the PAGA Period from September 23, 2023, through September 15, 2025.

9. Subject to Court approval, the Gross Settlement Amount will fund Class Counsel Fees Payment of up to $108,333.33, Class Counsel Litigation Expenses Payment of up to $25,000, Administration Expenses Payment of up to $7,500, a Class Representative Service Payment of up to $10,000, and $20,000 in PAGA Penalties. Of the PAGA Penalties, $13,000 will be paid to the LWDA and $7,000 will be distributed to PAGA Members. The estimated Net Settlement Amount is $154,166.67:

	Total Amount
Gross Settlement Amount	$325,000
Class Counsel Fees Payment	$108,333.33
Class Counsel Litigation Expenses Payment	$25,000
Administration Expenses Payment	$7,500
PAGA Penalties to LWDA (65% of $20K award)	$13,000
PAGA Penalties to PAGA Members	$7,000
Class Representative Service Payment	$10,000
Net Settlement Amount	**$154,166.67**

Plaintiff will provide the Settlement to the LWDA in accordance with the applicable requirements of PAGA. The proof of submission is attached hereto as **Exhibit "B."**

10. Rodco estimates that the Class consists of approximately 1,410 Class Members who worked approximately 54,391 Workweeks during the Class Period. The Net Settlement Amount will be distributed to Participating Class Members based on their respective Workweeks. Based on the

estimated Class size, the average Individual Class Payment is approximately $109.34 before applicable withholdings, although actual payments will vary according to each Participating Class Member's Workweeks.

11. The Settlement is nonreversionary and does not require a claim form. Each Participating Class Member will automatically receive an Individual Class Payment. Each PAGA Member will automatically receive an Individual PAGA Payment regardless of whether the PAGA Member requests exclusion from the class portion of the Settlement.

12. In my opinion, the Settlement is fair, reasonable, and adequate and is in the best interests of the Class and PAGA Members. Plaintiff requests that the Court preliminarily approve the Settlement, conditionally certify the Class for settlement purposes, appoint Plaintiff as Class Representative, appoint Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel, approve the Class Notice and notice procedures, appoint ILYM Group, Inc. as the Administrator, and schedule the Final Approval Hearing.

13. Plaintiff worked for Rodco as a nonexempt Crew Member beginning on March 6, 2023.

14. Rodco operates McDonald's franchises in the Redding/Anderson area of Northern California. Plaintiff and the other nonexempt employees, including Maintenance, Shift Managers, Guest Experience Leads, Cashiers, Line Cooks, Restaurant Staff, Managers, and employees in other nonexempt positions, performed work supporting Rodco's California operations.

15. Plaintiff alleges that Rodco maintained uniform wage and hour policies and practices that failed to provide compliant meal and rest periods or premium compensation at the correct regular rate; failed to provide accurate itemized wage statements; failed to timely pay all wages due upon separation; failed to reimburse necessary business expenses; and otherwise violated the California Labor Code and the Unfair Competition Law.

16. On September 23, 2024, Plaintiff filed this Action in the San Francisco County Superior Court. On the same date, Plaintiff provided notice to Rodco and the LWDA of his intent to pursue PAGA claims. On November 20, 2024, Plaintiff filed the First Amended Complaint adding a

PAGA cause of action.

17. Before mediation, Plaintiff obtained substantial informal discovery, including timekeeping and payroll information for Class Members, relevant employment policies, Plaintiff's records, and information concerning the Class size and total Workweeks. Class Counsel analyzed the information and evaluated the potential damages and penalties. This investigation enabled Class Counsel to assess the strengths and weaknesses of the claims and Rodco's anticipated defenses.

18. On August 11, 2026, the Parties participated in a full day mediation before experienced mediator Allison Eckstrom, Esq. The Parties reached the Settlement after extensive, adversarial, and arm's length negotiations.

19. Based on Class Counsel's independent investigation and detailed data obtained through informal discovery and information exchanges, and factoring in claim and liability certification probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution, as further detailed below.

20. Plaintiff alleged that Rodco required Plaintiff and Class Members to use personal cellular telephones for work-related purposes, including a scheduling application, without reimbursement. Based on approximately 55,000 Workweeks and an assumed reimbursement of $10 per Workweek, Plaintiff estimated $550,000 in unreimbursed business expenses, exclusive of interest.

21. Rodco denied these allegations and maintained that it fully complied with California law. Rodco disputed that the challenged personal cellular telephone use required reimbursement and disputed the amount reasonably attributable to business use. Rodco further disputed class certification and asserted that individualized issues concerning employees' use and expenses would preclude class treatment.

22. Although Plaintiff believes these claims have merit, Plaintiff recognizes the substantial litigation risks associated with proving class-wide liability and damages. Among other things, recovery depends on establishing required business use and the reasonable amount of

reimbursement. Plaintiff also recognizes the possibility that the Court could deny class certification, grant summary judgment, or otherwise substantially limit recovery.

23. In light of these risks and uncertainties, Plaintiff applied an 80% discount to the estimated value of this claim and valued it at approximately $110,000 for settlement purposes.

24. Plaintiff alleged that Rodco failed to pay all wages due to former employees upon separation, thereby entitling them to waiting time penalties under Labor Code sections 201 through 203. Based on Rodco's records, Plaintiff identified 803 employees who separated from employment during the applicable statutory period and estimated maximum potential exposure of $2,713,203 in waiting time penalties.

25. Rodco disputed this claim and maintained that it complied with its final payment obligations. Rodco further contended that any alleged failure to pay all wages due at separation was not willful, as required to recover penalties under Labor Code section 203. Rodco also maintained that the claim was derivative of the disputed underlying wage claims and raised individualized questions concerning each former employee's separation, final payment, and entitlement to any additional wages. Rodco therefore contended that the claim lacked merit and was unsuitable for class treatment.

26. Plaintiff recognizes that recovery would depend on proving an underlying wage violation, establishing that Rodco's alleged failure to pay was willful, obtaining class certification, and prevailing at summary judgment or trial. To account for these substantial risks, Plaintiff applied an 85% discount to the maximum potential exposure of $2,713,203. Plaintiff therefore valued the waiting time penalty claim at approximately $406,980 for settlement purposes.

27. Plaintiff alleged that Rodco failed to provide compliant meal and rest periods or pay the required premium compensation at the regular rate of pay. Plaintiff analyzed Rodco's timekeeping and payroll information and extrapolated the results across the period analyzed. The analysis identified approximately 161,852 shifts containing recorded meal periods. For settlement purposes, Plaintiff applied a 15% violation rate to the meal period claim and a 25% violation rate to the rest period claim. Applying an average hourly rate of $17.87, Plaintiff estimated potential exposure,

including interest, of approximately $433,844 for the meal period claim and $723,073 for the rest period claim.

28. Rodco disputed liability and maintained that its written meal and rest period policies complied with California law. Rodco asserted that employees were authorized and permitted to take all required breaks and that any missed, late, or shortened breaks resulted from individual employee choice or circumstances rather than a uniform policy or practice. Rodco further contended that compliance varied based on employees' duties, work locations, supervisors, schedules, and individual circumstances. According to Rodco, these individualized issues created substantial risks that the Court would deny class certification or substantially limit any recovery.

29. Plaintiff recognizes that the absence of a recorded meal period does not necessarily establish that Rodco failed to provide one and that rest periods generally are not recorded. Plaintiff would therefore face significant challenges establishing liability and damages through common evidence. Plaintiff would also face the risks that the Court could deny class certification, grant summary judgment, accept Rodco's evidence that breaks were provided, or determine that some alleged violations resulted from employee choice. To account for these substantial risks, Plaintiff applied a 75% discount to the estimated exposure for each claim. After applying that discount, Plaintiff valued the meal period claim at approximately $108,461 and the rest period claim at approximately $180,768 for settlement purposes.

30. Plaintiff alleged that Rodco issued inaccurate itemized wage statements in violation of Labor Code section 226. This claim was derivative of the alleged failures to pay all meal and rest period premiums at the regular rate of pay. Based on Rodco's records, Plaintiff estimated potential exposure of approximately $128,200 for the wage statement claim.

31. Labor Code section 226, subdivision (e), provides for statutory damages of $50 for the initial pay period in which a violation occurs and $100 for each violation in a subsequent pay period, subject to a maximum recovery of $4,000 per employee. Applying those statutory amounts and the applicable maximum, Plaintiff estimated potential exposure of approximately $128,200 for the wage statement claim.

32. Rodco disputed this claim and maintained that its wage statements complied with Labor Code section 226. Rodco further contended that any alleged inaccuracies were not knowing and intentional and did not cause the injury required for recovery under section 226. Rodco also relied on its defenses to the underlying wage claims and maintained that individualized issues concerning the contents of each wage statement, the information available to each employee, and whether any employee suffered an injury would preclude class certification.

33. Plaintiff recognizes that recovery would depend on proving the underlying wage violations as well as a knowing and intentional failure to provide accurate wage statements and the resulting injury. Plaintiff would also face the risks of denial of class certification and an adverse ruling at summary judgment or trial. To account for these risks, Plaintiff applied a 50% discount to the estimated exposure of $128,200. Plaintiff therefore valued the wage statement claim at approximately $64,100 for settlement purposes.

34. Plaintiff also sought civil penalties under PAGA for the alleged Labor Code violations. Based on Rodco's records, Plaintiff identified approximately 12,070 PAGA Pay Periods during the period analyzed. Plaintiff's preliminary analysis estimated potential PAGA exposure of approximately $165,400.

35. The maximum PAGA calculation does not account for substantial legal and practical uncertainties. Recovery of PAGA penalties would depend on Plaintiff establishing the underlying Labor Code violations, many of which Rodco vigorously disputed. Rodco also disputed whether the Court could assess penalties cumulatively for multiple violations arising during the same PAGA Pay Period, particularly where the alleged violations derived from the same underlying conduct.

36. The version of Labor Code section 2699 applicable to Plaintiff's September 23, 2024 PAGA Notice authorizes reductions in penalties under the circumstances specified in the statute. Plaintiff therefore faced a substantial risk that the Court would reduce any penalties even if Plaintiff established the underlying violations. The PAGA Notice is attached hereto as **Exhibit "C."**

37. Given these risks, the Parties allocated $20,000 of the Gross Settlement Amount to PAGA Penalties. Of that amount, $13,000 will be paid to the LWDA and $7,000 will be distributed

to PAGA Members based on their respective PAGA Pay Periods. In my opinion, this allocation is fair, reasonable, and adequate given the disputed underlying violations, the risk that the Court would not award cumulative penalties, the Court's discretion to reduce any award, and the risks and expense of continued litigation.

38. After applying the discounts described above, Plaintiff estimates the risk-adjusted value of the claims at $890,309, consisting of $110,000 for business expense reimbursement, $406,980 for waiting time penalties, $108,461 for meal period claims, $180,768 for rest period claims, $64,100 for wage statement claims, and $20,000 for PAGA Penalties.

39. The $325,000 Gross Settlement Amount represents approximately 36% of the total risk-adjusted value of the claims. In my opinion, this is a substantial recovery, especially given the risks, expenses, and delays of continued litigation.

40. The Settlement resulted from serious, informed, adversarial, and arm's length negotiations. Although Plaintiff and Class Counsel believe the claims have merit, they recognize the risks of adverse rulings on certification, summary judgment, trial, damages, and appeal. The Settlement provides immediate and meaningful relief while avoiding those risks.

41. The Settlement allocates Individual Class Payments according to the number of Workweeks worked during the Class Period. This formula reasonably accounts for the relative duration of each Participating Class Member's employment during the Class Period.

42. Class Counsel accepted this Action on a contingency basis and advanced the litigation expenses. Plaintiff will request Class Counsel Fees Payment not exceeding $108,333.33 and Class Counsel Litigation Expenses Payment not exceeding $25,000. The requests will be supported by the evidence submitted with the motion for final approval.

43. Subject to Court approval, the Parties jointly selected ILYM Group, Inc. as the Administrator. ILYM will perform the duties stated in the Agreement for an anticipated Administration Expenses Payment not exceeding $7,500.

44. Plaintiff executed a fee division agreement providing that any approved Class Counsel Fees Payment will be allocated 50% to Bokhour Law Group, P.C. and 50% to Falakassa Law, P.C.

45. For these reasons, I respectfully request that the Court grant preliminary approval of the Settlement, conditionally certify the Class for settlement purposes, approve the Class Notice and notice procedures, make the requested appointments, and schedule the Final Approval Hearing.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 26th day of October 2026, in Los Angeles, California.

By: _____
Mehrdad Bokhour, Esq.

EXHIBIT “A”

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Marcus Taylor ("Plaintiff"), individually and in his representative capacity on behalf of the Class and PAGA Members, and Defendant Rodco Redding, LP ("Rodco"). The Agreement refers to Plaintiff and Rodco collectively as the "Parties" and individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's putative class action alleging wage and hour violations against Rodco captioned *Marcus Taylor, on behalf of himself and all other similarly situated v. Rodco Redding, LP, and DOES I through 50, inclusive*, initiated on September 23, 2024, and pending in Superior Court of the State of California, County of San Francisco, Case No. CGC-24-618334.

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

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

1.4 "Class" means all individuals who are or were employed by Rodco as non-exempt hourly employees in California during the Class Period.

1.5 "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

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

1.7 "Class Data" means the Class Member identifying information in Rodco's possession, including the Class Member's name, last known mailing address, email address, if available and in Rodco's possession, Social Security number, number of Workweeks during the Class Period, and number of PAGA Pay Periods during the PAGA Period.

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

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

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

1.11 "Class Period" means the period from February 1, 2022 to September 15, 2025.

1.12 "Class Representative" means named Plaintiff Marcus Taylor of the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

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

1.15 "Defense Counsel" means Joshua D. Carlon of Atkinson, Andelson, Loya, Ruud & Romo.

1.16 "Effective Date" means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

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

1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.19 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.20 "Gross Settlement Amount" means $325,000, which is the total amount Rodco agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, and the Administrator's Expenses. Rodco shall be separately responsible only for its share of employer payroll taxes. Rodco shall at no point be obligated to pay any amount beyond the Gross Settlement Amount, with the sole exception of employer payroll taxes to be determined by the Administrator. The Settlement is nonreversionary.

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

1.22 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.25 "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699.

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

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

1.28 "Operative Complaint" means the First Amended Complaint filed on November 20, 2024, which is the current operative complaint in the Action.

1.29 "PAGA" means the Private Attorneys General Act, Labor Code section 2698 et seq.

1.30 "PAGA Member" means any nonexempt hourly employee who worked for Rodco in California at any time during the PAGA Period.

1.31 "PAGA Notice" means Plaintiff's September 23, 2024 letter to Rodco and the LWDA providing notice pursuant to Labor Code section 2699.3.

1.32 "PAGA Pay Period" means any pay period during which a PAGA Member worked for Rodco for at least 1 day during the PAGA Period.

1.33 "PAGA Penalties" means the total amount of $20,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members and 65% to the LWDA in settlement of the Released PAGA Claims.

1.34 "PAGA Period" means September 23, 2023, through September 15, 2025.

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

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1.36 "Pay Period" means any pay period during which a Class Member worked for Rodco for at least one day, during the Class Period.

1.37 "Plaintiff" means Marcus Taylor, the named plaintiff in the Action.

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

1.39 "Preliminary Approval Order" means the Order Granting Preliminary Approval of Class Action Settlement.

1.40 "Released Class Claims" means the claims being released in the Participating Class Members' release below.

1.41 "Released PAGA Claims" means the claims being released as described in the PAGA release below.

1.42 "Released Parties" means Rodco Redding, LP, and any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, owners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

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

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

1.45 Rodco" means the named Defendant Rodco Redding, LP

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

2. RECITALS.

2.1 On September 23, 2024, Plaintiff filed suit in San Francisco County Superior Court, asserting claims based on Rodco's alleged failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to timely pay final wages, failure to reimburse necessary business expenses, and violation of California's Unfair Competition Law.

2.2 On November 20, 2024, Plaintiff filed a First Amended Complaint adding a PAGA cause of action. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Rodco denies the allegations in the Operative

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Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3 On September 23, 2024, Plaintiff submitted the PAGA Notice to Rodco and the LWDA. The PAGA Notice alleged violations arising from the same meal period, rest period, wage statement, final wage, and business expense reimbursement practices alleged in the Operative Complaint.

2.4 On August 11, 2024, the Parties participated in an all-day mediation presided over by Allison Ekcstrom, Esq., which led to this Agreement.

2.5 Prior to mediation, Plaintiff obtained, through formal discovery, time and corresponding pay records belonging to the vast majority of Class Members, relevant Rodco policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Periods and Employees and Workweeks.

2.6 The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Rodco promises to pay $325,000, and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Rodco has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring Participating Class Members or PAGA Members to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Rodco.

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

3.2.1 To Plaintiff: A Class Representative Service Payment of not more than $10,000, in addition to any Individual Class Payment and Individual PAGA Payment to which Plaintiff is entitled. Rodco will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment on IRS Form 1099. Plaintiff assumes

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full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than $108,333.33 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $25,000. Rodco will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Rodco harmless, and indemnifies Rodco, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $7,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than $7,500, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual

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Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks.

3.2.6 To the LWDA and PAGA Members: PAGA Penalties in the amount of $20,000 will be paid from the Gross Settlement Amount, with $13,000, representing 65%, allocated to the LWDA PAGA Payment and $7,000, representing 35%, allocated to the Individual PAGA Payments.

3.2.7 The Administrator will calculate each Individual PAGA Payment by dividing $7,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and multiplying the result by each PAGA Member's PAGA Pay Periods. The Administrator will report Individual PAGA Payments on IRS Forms 1099. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.8 If the Court approves PAGA Penalties of less than $20,000, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Rodco estimates that the Class consists of approximately 1,410 Class Members who collectively worked approximately 54,391 Workweeks during the Class Period.

4.2 Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Rodco will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, including from Class Counsel, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Rodco has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Rodco must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Rodco with wire transfer information within three (3) days after the Effective Date. Rodco shall fund the Gross Settlement Amount within 14 days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 7 days after Rodco funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and Individual PAGA Payments and will transmit the LWDA PAGA

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Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for Individual Class Payments and Individual PAGA Payments and send them by First Class U.S. Mail, postage prepaid. Each check will state a void date no less than 180 days after mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send Individual Class Payments to all Participating Class Members and Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members. The Administrator may send a Participating Class Member 1 check combining the Individual Class Payment and Individual PAGA Payment. Before mailing checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by the check to the California Controller's Unclaimed Property Fund in the name of the Class Member, leaving no unpaid residue subject to California Code of Civil Procedure section 384, subdivision (b). The releases applicable to the Class Member or PAGA Member will remain binding.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Rodco to confer any additional benefits or make any additional payments to Class Members or PAGA Members beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective when Rodco fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, PAGA Members, and the State of California will release claims against the Released Parties as follows:

5.1 Release by Participating Class Members. In consideration for their Individual Class Payments, all Participating Class Members, on behalf of themselves and their

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respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts pleaded in the Operative Complaint and arising during the Class Period. The Released Class Claims include claims based on alleged failures to provide compliant meal periods and rest periods or pay associated premiums, provide accurate itemized wage statements, timely pay final wages, and reimburse necessary business expenses, under Labor Code sections 201 through 204, 210, 221, 226, 226.3, 226.7, 510, 512, 516, 1194, 1198, and 2800 through 2804, the applicable IWC Wage Orders, and Business and Professions Code section 17200 et seq., together with related claims for wages, restitution, statutory penalties, interest, attorneys' fees, and costs.

5.2 Release by Plaintiff. In consideration of Plaintiff's Class Representative Service Payment, Individual Class Payment, Individual PAGA Payment, and the other terms of the Settlement, Plaintiff, on behalf of himself and his former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases all known and unknown claims that arose on or before the date he signs this Agreement against Rodco and the Released Parties. Claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law are excluded. With respect to this general release, Plaintiff waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542, which provides:

> 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.

Plaintiff acknowledges that this Agreement is intended to waive and release all claims within his general release that he does not know or suspect to exist in his favor when he signs this Agreement.

5.3 Release of PAGA Claims. Upon entry of Judgment approving the PAGA settlement and satisfaction of Rodco's funding obligations under this Agreement, the State of California, Plaintiff, and all PAGA Members will be bound by the Judgment with respect to the Released PAGA Claims. The Released PAGA Claims are all claims for civil penalties under PAGA arising during the PAGA Period based on the facts and alleged Labor Code violations identified in the PAGA Notice and pleaded in the Operative Complaint, including alleged violations of Labor Code sections 201 through 204, 210, 221, 226, 226.3, 226.7, 510, 512, 516, 1194, 1198, and 2800 through 2804, and the applicable IWC Wage Orders. The Released PAGA Claims do not include claims based on facts or violations outside the PAGA Notice and Operative Complaint or claims arising outside the PAGA Period.

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6. MOTION FOR PRELIMINARY APPROVAL. Within a reasonable time, Plaintiff will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiff and Class Counsel's Responsibilities. Plaintiff and Class Counsel will prepare all documents necessary for obtaining Preliminary Approval, including a request for approval of the PAGA settlement, a proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement, the proposed Class Notice, and supporting declarations. Class Counsel will timely transmit to the LWDA the PAGA Notice, the Operative Complaint, this Agreement, and the proposed settlement documents required by Labor Code section 2699. Class Counsel will provide Rodco at least 5 days to review the Motion for Preliminary Approval before filing.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses not to exceed $7,500. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

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7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and no later than 15 days after receiving the Class Data, the Administrator will send the Class Notice to all Class Members identified in the Class Data by First Class U.S. Mail. The first page of the Class Notice shall prominently estimate each recipient's Individual Class Payment and Individual PAGA Payment, if any, and state the Workweeks and PAGA Pay Periods used to calculate those amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.

7.4.5 If the Administrator, Rodco or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator by U.S. mail or e-mail a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class

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Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and own signature (not that of a representative). To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline. Each requesting Class Member must complete Requests for Exclusion individually and cannot submit them collectively or *en masse*.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. A Non-Participating Class Member who is also a PAGA Member cannot opt out of the PAGA settlement, remains bound by the Released PAGA Claims, and is eligible to receive an Individual PAGA Payment.

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice, plus an additional 14 days if the Class Notice is remailed, to challenge the number of Workweeks or PAGA Pay Periods allocated to the Class Member. The Administrator may request

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supporting records and may consult the Parties. In the absence of contrary documentation, the Administrator may presume that the Workweeks and PAGA Pay Periods in the Class Data are correct. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

7.7 Objections to Settlement.

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

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

7.7.3 The Administrator shall be responsible for contacting all Participating Class Members who submit an objection of any change to the scheduling of the Final Approval Hearing, using the contact information included with the objection.

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

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

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

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and

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checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received, with all names and other identifying information of objecting Class Members redacted.

7.8.3 Workweek and PAGA Pay Period Challenges. The Administrator has the authority to make final decisions consistent with this Agreement on challenges concerning Workweeks and PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by unique identifying number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** Rodco has represented that the actual number of Workweeks by the Class through mediation is approximately 54,391. If the number of Workweeks worked by the Class is greater than 10% above that estimated by Rodco, i.e., greater than 59,930 Workweeks, then Rodco will increase the portion of the GSA proportionately for each additional Pay Period above the 10% buffer, i.e., 59,830.

9. **RODCO'S RIGHT TO WITHDRAW.** If five percent (5%) or more of the Class Members validly elect not to participate in the Settlement, Rodco will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Rodco must exercise this right within 15 days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Rodco exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

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10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file a motion for final approval of the Settlement, including a request for approval of the PAGA settlement, a Proposed Final Approval Order, and a proposed Judgment. No later than 7 days before the filing deadline, Class Counsel will provide the papers to Defense Counsel for review. Defense Counsel will return comments no later than 4 days before the filing deadline, and Class Counsel will consider them in good faith.

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

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

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Rodco's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Rodco that any allegation in the Operative Complaint or PAGA Notice has merit or that Rodco has liability for any claim. The Parties agree that class certification and representative treatment are for Settlement purposes only. If the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Rodco reserves the right to contest class certification and representative treatment and to assert all available defenses, and Plaintiff reserves all available rights. The Settlement, this Agreement, and the Parties' willingness to settle will have no bearing on and will not be admissible in other litigation, except proceedings to enforce or effectuate the Settlement and this Agreement.

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

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

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

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

12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

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transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

12.11 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.

12.12 Confidentiality. Plaintiff, her attorneys, and Class Counsel agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys and Class Counsel agree not to publicize the Settlement on their website or social media. In addition, prior to filing the Motion for Preliminary Approval, Plaintiff, her attorneys, and Class Counsel will not have any communication with anyone other than spouses, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff, her attorneys, or Class Counsel disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Rodco may rescind the Settlement, rendering it null and void.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Rodco in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Rodco unless, prior to the Court's discharge of the Administrator's obligation, Rodco makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

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

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

12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To Rodco:

Joshua D. Carlon
Joshua.Carlon@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
251 South Lake Avenue, Suite 360
Pasadena, California 91101-3018

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

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement and the remand of the Action to state court, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

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Dated: 9/15/2026, 2026

Signed by:
E3779380DC12497...
Plaintiff Marcus Taylor

Dated: _____, 2026

_____
Defendant Rodco Redding, LP

Dated: 9/15/2026, 2026

BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...
Mehrdad Bokhour

Dated: 9/15/2026, 2026

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...
Joshua Falakassa

Dated: _____, 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

_____
Joshua D. Carlon

Dated: _____, 2026

_____
Plaintiff Marcus Taylor

Dated: 09/28, 2026

Scott Rodrick
_____
Scott Rodrick, on behalf of Defendant
Rodco Redding, LP

Dated: _____, 2026

BOKHOUR LAW GROUP, P.C.

_____
Mehrdad Bokhour

Dated: _____, 2026

FALAKASSA LAW, P.C.

_____
Joshua Falakassa

Dated: 09/28, 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Joshua Carlon
_____
Joshua D. Carlon

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EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

(*Marcus Taylor v. Rodco Redding, LP*, Case No. CGC-24-618334)

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

A class action is a type of lawsuit where one or more people (called "Class Representatives") sue on behalf of a larger group of people who have similar claims. The group is called the "Class."

You may be eligible to receive money from a class and PAGA action against Rodco Redding, LP for alleged wage and hour violations. Plaintiff Marcus Taylor seeks relief for nonexempt hourly employees who worked for Rodco in California during the Class Period from February 1, 2022, through September 15, 2025, and civil penalties for PAGA Members who worked for Rodco in California during the PAGA Period from September 23, 2023, through September 15, 2025.

The proposed Settlement includes a Class Settlement and a PAGA settlement requiring Rodco to fund Individual Class Payments, Individual PAGA Payments, and a payment to the LWDA.

Based on Rodco's records and the Parties' current assumptions, your estimated Individual Class Payment is $_____, less withholding, and your estimated Individual PAGA Payment is $_____. The actual amounts may differ.

These estimates are based on Rodco's records showing that you worked _____ Workweeks during the Class Period and_____PAGA Pay Periods during the PAGA Period. You may timely challenge either figure. See Section 4.

The Court has preliminarily approved the proposed Class and PAGA Settlement and this Notice. The Court has not yet decided whether to grant Final Approval. Your rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement, including the PAGA settlement, and whether to enter Judgment requiring Rodco to make the Settlement payments and binding Class Members and PAGA Members to the applicable releases.

If you worked for Rodco during the Class Period, you may be a Class Member. If you worked for Rodco during the PAGA Period, you may also be a PAGA Member. Your options and rights are described below.

(1) **Do Nothing. You do not have to do anything to receive an Individual Class Payment as a Participating Class Member or an Individual PAGA Payment if you are a PAGA Member. Participating Class Members will give up the Released Class Claims. All PAGA Members will be bound by the Released PAGA Claims.**

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(2) **Opt Out of the Class Settlement. You may exclude yourself from the Class Settlement by submitting a written request to the Administrator. If you opt out, you will not receive an Individual Class Payment and will preserve the Released Class Claims. You cannot opt out of the PAGA settlement. If you are a PAGA Member, you will receive an Individual PAGA Payment and will be bound by the Released PAGA Claims.**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member eligible for an Individual Class Payment and, if applicable, an Individual PAGA Payment. You will be bound by the applicable Released Class Claims and Released PAGA Claims.
You Can Opt Out of the Class Settlement but Not the PAGA Settlement The Opt Out Deadline is **The Opt-out Deadline is _____**	You may opt out of the Class Settlement by sending a timely Request for Exclusion. You will not receive an Individual Class Payment and will preserve the Released Class Claims. You cannot opt out of the PAGA settlement. If you are a PAGA Member, you will receive an Individual PAGA Payment and remain bound by the Released PAGA Claims.
Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement Written Objections Must be Submitted by_____ **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice on how to do so.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice on how to participate.

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You Can Challenge the Calculation of Your Workweeks and PAGA Pay Periods Written Challenges Must be Submitted by _____ **Written Challenges Must be Submitted by**	The amount of your Individual Class Payment depends on your Workweeks, and any Individual PAGA Payment depends on your PAGA Pay Periods. The first page of this Notice states Rodco's records for both figures. You must timely challenge any disagreement. See Section 4.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Rodco employee. The Action alleges that Rodco failed to provide compliant meal periods and rest periods, provide accurate itemized wage statements, timely pay final wages, and reimburse necessary business expenses. Plaintiff also alleges derivative claims under California's Unfair Competition Law and PAGA. Rodco denies all allegations. Plaintiff is represented by Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

Rodco strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Rodco or Plaintiff is correct on the merits. In the meantime, Plaintiff and Rodco worked with an experienced, neutral mediator to settle the case rather than continuing the expensive and time-consuming process of litigation. The Court will review the terms of the proposed Settlement and decide whether to approve it at the Final Approval Hearing. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Rodco does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Rodco Will Pay $325,000 as the Settlement Amount. Rodco has agreed to deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, Class Counsel's fees and expenses, and the Administrator's expenses from the Settlement Amount. Assuming the Court grants Final Approval, Rodco will fund the Settlement no more than 14 days after it becomes final.

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2. Court Approved Payments from Settlement Amount. At the Final Approval Hearing, Plaintiff and Class Counsel will ask the Court to approve the following payments from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $108,333.33 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000 to Plaintiff as a Class Representative Service Payment. This payment will be in addition to any Individual Class Payment and Individual PAGA Payment to which Plaintiff is entitled.

    C. Up to $7,500 to the Administrator for services administering the Settlement.

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

3. PAGA Penalties and Remaining Settlement Amount. $20,000 will be allocated to PAGA Penalties. Of that amount, $13,000 will be paid to the LWDA and $7,000 will be distributed to PAGA Members based on PAGA Pay Periods. After all approved deductions, the remaining Net Settlement Amount will be distributed to Participating Class Members based on Workweeks.

4. Taxes Owed on Payments. Plaintiff and Rodco are asking the Court to approve allocation of 10% of each Individual Class Payment as taxable wages and 90% as interest and penalties. The wage portion is subject to withholding and will be reported on IRS Form W-2. The nonwage portion and Individual PAGA Payments will be reported on IRS Forms 1099, as required. Rodco will separately pay employer payroll taxes on the wage portion. Neither side provides tax advice, and each recipient is responsible for taxes on Settlement payments.

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

5. Need to Promptly Cash Payment Checks. Each Individual Class Payment or Individual PAGA Payment check will state its void date. If you do not cash a check by that date, the check will be canceled and the funds will be transmitted to the California Controller's Unclaimed Property Fund in your name. The applicable releases will remain binding.

    If that happens, you should consult the rules of the Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement. You will be treated as a Participating

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Class Member unless you timely opt out. You cannot opt out of the PAGA settlement. A PAGA Member who opts out of the Class Settlement remains eligible for an Individual PAGA Payment and bound by the Released PAGA Claims.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. The Court may decline to approve the Settlement. The Court may also approve it and then reverse it on appeal. Plaintiffs and Rodco have agreed that, in either case, the Settlement will be void: Rodco will not pay any money and Class Members will not release any claims against Rodco.

8. Administrator. The Court has appointed ILYM Group, Inc. to send this Notice, calculate and make Individual Class Payments and Individual PAGA Payments, transmit the LWDA PAGA Payment, process Requests for Exclusion, decide challenges concerning Workweeks and PAGA Pay Periods, and perform other tasks necessary to administer the Settlement.

9. Participating Class Members' Release. After the Settlement is approved and fully funded, Participating Class Members will be legally barred from asserting the Released Class Claims against the Released Parties. Class Members who validly opt out of the Class Settlement will not release the Released Class Claims.

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

   PAGA Release. After Judgment approving the PAGA settlement and full funding, the State of California, Plaintiff, and all PAGA Members will be bound by the Released PAGA Claims. Those claims are limited to civil penalty claims under PAGA arising during September 23, 2024, through September 15, 2025, based on the facts and alleged Labor Code violations identified in Plaintiff's PAGA Notice and pleaded in the Operative Complaint. PAGA Members cannot opt out of this release.

   > In consideration for their Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts pleaded in the Operative Complaint and arising during the Class Period. The Released Class Claims include claims based on alleged failures to provide compliant meal periods and rest periods or pay associated premiums, provide accurate itemized wage statements, timely pay final wages, and reimburse necessary business expenses, under Labor Code sections 201 through 204, 210, 221, 226, 226.3, 226.7, 510, 512, 516, 1194, 1198, and 2800 through 2804, the applicable IWC Wage Orders, and Business and Professions Code section 17200 et seq., together with related claims for wages, restitution, statutory penalties, interest, attorneys' fees, and costs.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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1. Individual Class Payments. The Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the total Workweeks worked by all Participating Class Members and multiplying that result by the recipient's Workweeks.
2. Individual PAGA Payments. The Administrator will divide the $7,000 PAGA Member allocation by the total PAGA Pay Periods worked by all PAGA Members and multiply the result by each PAGA Member's PAGA Pay Periods.

3. Workweeks and PAGA Pay Periods. The first page of this Notice states the Workweeks and PAGA Pay Periods credited to you in Rodco's records. You may timely challenge either number by sending supporting records to the Administrator by mail, email, or fax. The Administrator's decision is final.

   To support your challenge, send copies of pay stubs or other records. The Administrator will accept Rodco's calculation of Workweeks unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned. The Administrator will resolve Workweeks challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Rodco's Counsel. The Administrator's decision is final.

   The Administrator will inform each Class Member who submits a challenge of the Administrator's final determination regarding their Workweeks within 14 days of receiving the dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will mail an Individual Class Payment to each Participating Class Member. If the Participating Class Member is also a PAGA Member, the Administrator may combine the Individual Class Payment and Individual PAGA Payment in 1 check.
2. Non-Participating Class Members Who Are PAGA Members. The Administrator will mail an Individual PAGA Payment to each PAGA Member who opts out of the Class Settlement.

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

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

To opt out of the Class Settlement, submit a written and signed request that reasonably communicates your desire to be excluded and identifies you sufficiently for the Administrator to confirm your identity. The request must identify Marcus Taylor v. Rodco Redding, LP, Case No. CGC-24-618334, and must be timely sent to the Administrator. You cannot opt out of the PAGA settlement. If you are a PAGA Member, you will remain eligible for an Individual PAGA Payment and bound by the Released PAGA Claims.

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7. HOW DO I OBJECT TO THE SETTLEMENT?

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

_____(url)_____or the Court's website, by following the instructions below to access the Register of Actions (which is a list of all events, proceedings, and documents filed with the Court):

1.Go to https://webapps.sftc.org/ci/CaseInfo.dll
2.Enter the case number: CGC-24-618334
3.Click "Search," and "Marcus Taylor v. Rodco Redding LP" will appear below the search button.
4.Click the case name.

You may also contact the Settlement Administrator at [phone number] or [email] with any questions or to request a copy of the Settlement Agreement and other court documents.

A Participating Class Member who disagrees with any aspect of the proposed Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is_____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Marcus Taylor v. Rodco Redding, LP*, Case No. CGC-24-618334, and include your name, current address, telephone number, and approximate dates of employment for Rodco and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing_____at (time) in Department 304 of the San Francisco County Superior Court, located at San Francisco Superior

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Courthouse, 400 McAllister Street, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing to a later date. You should check the Administrator's website_____beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Rodco and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Court's Order, or any other Settlement documents is to go to_____(specify entity)_____'s website at_____(url)_____.

You can also contact the Settlement Administrator or Class Counsel using the contact information listed below. If you want to attend the Final Approval Hearing, including remotely, please **contact Class Counsel directly** for instructions. Do **not** call the Court about attending the hearing.

You may also review documents filed in the case by visiting the San Francisco Superior Court's website at https://sf.courts.ca.gov/online-services/case-information and entering the Case Number **CGC-24-618334** in the online case search tool.

What Happens if the Final Approval Hearing is Rescheduled?

If the Court reschedules the Final Approval Hearing, **Class Members who submitted a written objection will be notified** of the new hearing date and time by the Settlement Administrator, using the contact information they provided with their objection.

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

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com **FALAKASSA LAW, P.C.** 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com **BOKHOUR LAW GROUP, P.C.** 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067

Settlement Administrator:

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, contact the Administrator. The Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “B”

EXHIBIT “C”

BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

September 23, 2024

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

RODCO REDDING, LP
57 OAK VALLEY RD
SAN MATEO, CA 94402

950 MASON ST #292
SAN FRANCISCO, CA 94108

C/O SCOTT RODRICK
57 OAK VALLEY RD
SAN MATEO, CA 94402

Re: *Marcus Taylor v. Rodco Redding, LP*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Marcus Taylor (hereinafter "Mr. Taylor") and a proposed group of current and former non-exempt employees working for Rodco Redding, LP (hereinafter "Rodco Redding") and any of its affiliated, predecessor and merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, 2802-2804, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Taylor wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt hourly employees who work or worked for Rodco Redding, LP in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

mehrdad@bokhourlaw.com
www.bokhourlaw.com

Rodco Redding is a McDonald's franchise owner. Mr. Taylor was employed by Rodco Redding as a non-exempt employee with the title of "Crew Member" beginning on March 6, 2023, out of its San Francisco, California, location. Mr. Taylor and other aggrieved employees (including Maintenance, Shift Manager, Guest Experience Lead, Cashier, Line Cook, Restaurant Staff, Manager, and all other non-exempt positions) were responsible for Rodco Redding's business in California.

First, at all relevant times, Mr. Taylor and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Rodco Redding's uniform meal period policies/practices, operational requirements, and work demands, Mr. Taylor and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work.

Further, when Mr. Taylor and other aggrieved employees worked more than 10.0 hours in a shift, they were not always allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Mr. Taylor's and other aggrieved employees' meal periods were often interrupted and lasted fewer than 30 minutes due to Rodco Redding's meal period policies/procedures, operational requirements, and work demands.

In addition, for each missed or non-compliant meal period, Rodco Redding failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code § 226.7.

Accordingly, due to Rodco Redding's uniform meal period practices, Mr. Taylor and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2).

Next, at all relevant times, Mr. Taylor and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to Rodco Redding's uniform rest period policies/practices, operational requirements, and work demands. As a result, Mr. Taylor and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Rodco Redding failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it could provide an on-

duty rest period to employees who worked as security guards and further explained: "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273. Each time Mr. Taylor and other aggrieved employees could not take a compliant rest period, Rodco Redding failed and failed to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to Rodco Redding's uniform rest period policies/practices and work demands, Mr. Taylor and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2).

As a result of Rodco Redding's failure to pay Mr. Taylor and other aggrieved employees for meal and rest period premiums at the "regular rate of pay," Rodco Redding issued wage statements which failed to identify the gross wages earned accurately, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Mr. Taylor and other aggrieved employees may also recover Labor Code § 226.3 penalties for Rodco Redding's violations of Labor Code § 226(a). Consequently, because Rodco Redding failed to comply with Labor Code § 226(a), Mr. Taylor and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) or Labor Code § 2699(f)(2).

Furthermore, because Rodco Redding failed to pay meal and rest period premiums at the "regular rate of pay," Rodco Redding also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 or Labor Code § 2699(f)(2).

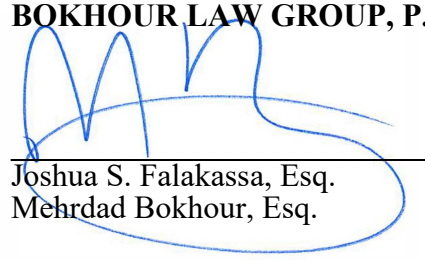
Finally, at all relevant times, Rodco Redding required Mr. Taylor and other aggrieved employees to incur necessary business expenses for work-related purposes but did not reimburse aggrieved employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804. Here, Rodco Redding uniformly failed to reimburse aggrieved employees for all necessary costs incurred in discharging their duties. Accordingly, due to Rodco Redding's uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders, Mr. Taylor and other aggrieved employees would be entitled to civil penalties under Labor Code § 2699(f)(2).

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Taylor may thereafter pursue his interests and the interests of similarly aggrieved employees with a civil complaint against Rodco Redding for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against Rodco Redding for unpaid wages and civil penalties under Labor Code § 2699, our firm's policy is to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees and the State of California. If Rodco Redding is interested in resolving this matter, don't hesitate to contact me or have your lawyer contact our office to discuss an informal discovery plan and the possibility of early mediation on or before **September 29, 2024**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.