

**«First_Name» «Last_Name», PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

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

NOTICE OF CLASS ACTION SETTLEMENT

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

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

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

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

- You are receiving this Notice because Defendant’s records show that you are in the Proposed Settlement Class. Your estimated Net Settlement Award is \$«Estimated_Individual_Class_Award».
- Plaintiff alleges that Defendant did not provide Class Members with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs’ regular rate of compensation for each workday in which a duty-free meal period was not provided. As a result, Plaintiff asserts that Defendant (1) violated California Labor Code sections 226.7 and 512 for failure to provide meal periods; (2) violated California Labor Code section 226 for failure to provide accurate itemized wage statements; (3) violated California Labor Code sections 201 and 202 for failure to pay all compensation owing and due upon discharge or resignation; (4) committed an unfair business practice under the California Business and Professions Code; and (5) violated the California Private Attorneys General Act. Plaintiff seeks to recover (1) the amount of Labor Code penalties incurred for members of the Settlement Class, (2) penalties under the California Private Attorneys General Act, (3) an enhancement payment to Plaintiff as the class representative, (4) reasonable attorneys’ fees incurred, and (5) costs incurred.
- Defendant strongly denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations under the California Labor Code and Industrial Welfare Commission Wage Orders. The Settlement is not an admission by Defendant of any wrongdoing, and the Court has not made any findings of wrongdoing or liability.
- The Parties in this action disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff contends her claims have merit, she recognizes that litigating involves risk, and that she may not prevail on all or some of Plaintiff’s claims. Likewise, while Defendant contends it has strong defenses against Plaintiff’s claims, it recognizes risks involved with litigation. The Parties engaged in mediation on August 4, 2025, and, recognizing the risks and costs inherent in litigation, reached a proposed Settlement of the claims asserted in the lawsuit.
- On March 5, 2026, the Court granted preliminary approval of the proposed Settlement. This proposed Settlement is the result of good faith, arm’s-length negotiations between the Parties, through their respective attorneys. The Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.

- You have several options available to you:

<p>PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT</p>	<p><u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is \$«Estimated_Individual_Class_Award». Your estimated Settlement Award is based on Defendant’s records that show you worked «Workweeks_» weeks for Defendant during the relevant time period.</p>
<p>ASK TO BE EXCLUDED (OPT OUT)</p>	<p>If you timely and validly request in writing to be excluded from the proposed Settlement, you <u>WILL NOT</u> receive a share of the Settlement proceeds (except for your share of the PAGA Payment), but you will keep any rights you may have to sue Defendant separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by June 6, 2026.</p>
<p>OBJECT</p>	<p>You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendant. Your written notice of intent to object must be postmarked by June 6, 2026.</p>
<p>DISPUTE YOUR SETTLEMENT AWARD</p>	<p>You may dispute Defendant’s records of number of work weeks worked during the Class Period by submitting information to the Settlement Administrator, not later than June 6, 2026. The Settlement Administrator shall make the final decision based on the information presented by you and Defendant.</p>

Your options are explained further in this notice.

1. Why did I get this notice?

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

2. What is this lawsuit about?

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

Plaintiff filed her First Amended Complaint, adding a Fifth Cause of Action for violation of the Private Attorneys' General Act.

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

3. Has the Court decided who is right?

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

4. Why did this case settle?

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

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

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

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

After these deductions, a net settlement fund of approximately \$106,066.67 will remain. \$15,000.00 of the net settlement fund will be allocated to Plaintiff's claim brought under the Private Attorneys General Act, and, as provided by law, 75% of this amount will be paid to the California Labor and Workforce Development Agency and the remaining 25% included within the net settlement fund available for distribution to PAGA members. Each Participating Class Member will share pro-rata in the net settlement fund on a pro rata basis calculated as his or her number of weeks worked during the Class Period as a percentage of all Class Members' weeks worked during the Class Period. Specifically, each Class Member shall receive a credit of one work week for each week (or portion thereof) during which he or she was on the payroll from May 20, 2020 through May 20, 2024. Each individual Settlement Amount shall be allocated to penalties and interest, to be reported on an IRS form 1099.

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

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

7. How was my share calculated?

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

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

8. What rights am I giving up?

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

9. What are PAGA Penalties?

PAGA Penalties: \$15,000.00 of the Net Settlement Amount is allocated to PAGA civil penalties (“PAGA Penalties”), subject to Court approval. By law, 75% of the PAGA Penalties will be paid to the California Labor & Workforce Development Agency and 25% of the PAGA Penalties will be distributed to the PAGA Members. Under PAGA, the State of California deputizes private attorney generals, such as Plaintiff, to prosecute claims against employers for alleged violations of the Labor Code, and all employees are entitled to share in the 25% of the penalties that would otherwise be recoverable by the State if it directly prosecuted claims against Defendant for the alleged Labor Code violations. No claims are waived by accepting PAGA penalties and no one has a right to object to, or seek exclusion from, the PAGA component of this Settlement.

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

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself (“opt out”) by completing, signing and mailing a Request for Exclusion letter by June 6, 2026 to the Settlement Administrator as follows.

<u>Settlement Administrator:</u> ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 Telephone: (888) 250-6810 Fax: (888) 845-6185 Email: claims@ilymgroup.com	
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If your Request for Exclusion is postmarked after June 6, 2026, it will be rejected, and you will be a Class Member and be bound by the Settlement terms.

To be valid, any Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the June 6, 2026. As noted, even if you request exclusion, you will remain part of the PAGA penalty part of the Settlement.

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

11. What if I have an objection?

Any objection to the proposed Settlement must be in writing and mailed to the Settlement Administrator (identified above) by June 6, 2026. To be valid, any objection must include the Class Member's name and provide each specific reason in support of the objection and be postmarked by the June 6, 2026 and mailed to the Settlement Administrator at the address specified above. Class Members need not include legal arguments for their written objections to be considered. Class Members may speak at the Final Approval Hearing whether or not they have complied with the above written objection procedures. If you wish to appear remotely to object, you should contact the Clerk of the Court two days in advance of the hearing for instructions on how to log into the Court's videoconferencing system.

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

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

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

The proposed Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 14 of the Yolo County Superior Court, 1000 Main Street, Woodland, California 95695 on August 6, 2026, at 9:00 a.m. Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the settlement of the class action claim, PAGA

representative claim, and also Class Counsel's request for attorneys' fees and costs, the costs of settlement administration, and the proposed service award. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

14. How can I receive more information?

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

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

Questions? Call the Settlement Administrator toll free at (888) 250-6810.

Rojas v. Yolo Eats, Inc.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

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Code»

ILYM ID: «ILYMID»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip_Code»