

CLASS ACTION & PAGA SETTLEMENT AGREEMENT

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

I. DEFINITIONS

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

- A. “Action” means the civil action titled *Rojas v. Yolo Eats, Inc.*, currently pending in Yolo County Superior Court, Case No. CV2024-1256.
- B. “Agreement,” “Settlement,” or “Settlement Agreement” means this Class Action & PAGA Settlement Agreement.
- C. “Class” means all persons who are or have been employed by Defendant at the Morgan’s Mill restaurant in Woodland, California at any time from May 20, 2020 through May 20, 2024 (“Class Period”) who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs’ regular rate of compensation for each workday in which a duty-free meal period was not provided. At mediation, Defendant estimated there are 54 Class Members, 50 of whom are former employees. Plaintiff further alleges Sub-Classes as follows:
 - (a) Waiting Time Penalty Sub-Class: All persons who are or have been employed by Defendant at the Morgan’s Mill restaurant in Woodland, California at any time during the Class Period who have separated from their employment with Defendant (either by involuntary termination or resignation) and who are owed meal period premium wages.
 - (b) Wage Statement Penalty Sub-Class: All persons who are or have been employed by Defendant at the Morgan’s Mill restaurant in Woodland, California who were owed meal period premium wages at any time from May 20, 2023 through May 20, 2024 and were not provided accurate itemized wage statements reflecting meal period premium wages owed.
- D. “Class Counsel” means Gary Basham of Basham Law Group, Inc.
- E. “Class Counsel Fees Payment” means the amount of attorneys’ fees to be paid to Class Counsel as approved by the Court to compensate him for his legal work in connection with the Action, including his pre-filing investigation, his filing of the Action, all related litigation activities, all Settlement work, and all post-Settlement compliance procedures.

- F. “Class Counsel Litigation Expenses Payment” means the amount to be paid to Class Counsel as approved by the Court for litigation expenses as billed to his client in connection with this Action.
- G. “Class Data” means, for each Class Member, their (1) name; (2) last-known mailing address; (3) Social Security number; (4) employee identification number; and (5) the number of full and partial Workweeks employed during the Class Period as a Class Member.
- H. “Class Members” are members of the Class who do not opt out of the Settlement and who released the claims that are the subject of this Agreement.
- I. “Class Notice” means the Notice of Pendency of Class Action Settlement and Hearing Date for Final Court Approval.
- J. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator, attached hereto as Exhibit A.
- K. “Class Period” means the period of time from May 20, 2020 through May 20, 2024.
- L. “Class Representative Service Payment” means the service payment of not more than \$10,000.00 made to Plaintiff as Class Representative in order to compensate Plaintiff for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event that Plaintiff was unsuccessful in the prosecution of the Action, and for participating in the mediation and settlement negotiations resulting in the settlement of the Action.
- M. “Court” means the Superior Court of California, County of Yolo.
- N. “Defendant” means Yolo Eats, Inc.
- O. “Defendant’s Counsel” means Trevor White of Krogh & Decker, LLP.
- P. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(R) of this Agreement.
- Q. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude themselves from the Settlement submitted in accordance with the instructions in the Class Notice.
- R. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date the Judgment is entered.

2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- S. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- T. “Gross Settlement Amount” means One Hundred Ninety Thousand Dollars (\$190,000.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments contemplated in this resolution in this Agreement.
- U. “Judgment” means the Final Approval Order and Judgment entered by the Court.
- V. “LWDA” means the California Labor and Workforce Development Agency.
- W. “LWDA Payment” means the amount which shall be paid to the LWDA under the Settlement Agreement.
- X. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts attributed to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment to Plaintiff, Settlement Administration Expenses, and the LWDA Payment.
- Y. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- Z. “PAGA Period” means the period between June 5, 2023 through May 20, 2024.
- AA. “PAGA Members” means all persons who are or have been employed by Defendant at the Morgan’s Mill restaurant in Woodland, California at any time during the PAGA Period who were not provided with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which they were required to work more than five (5) hours, and not paid one (1) hour of additional wages at Plaintiffs’ regular rate of compensation for each workday in which a duty-free meal period was not provided. At mediation, Defendant estimated there are 33 PAGA Members, 29 of whom are former employees.
- BB. “PAGA Settlement” means the amount of the Gross Settlement Amount that the Parties have agreed to allocate in order to settle the claims arising under the Private Attorneys General Act of 2004 (“PAGA”). The Parties have agreed that the PAGA Settlement shall consist of a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), with 75% of this amount (\$11,250.00) paid to the California Labor and Workforce Development Agency in accordance with Labor Code sections 2698

et seq., and 25% (\$3,750.00) of this amount distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Settlement regardless of their decision to participate in the class action if the PAGA Settlement is approved by the Court.

- CC. “Pay period” means any portion of a pay period during which a PAGA Member was employed during the PAGA Period.
- DD. “Preliminary Approval of the Settlement” means the Court’s Preliminary Approval Order.
- EE. “Released Claims” means all claims, losses, wages, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, or suits which arise from the Class/PAGA facts and the following causes of action asserted in the Action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; (4) Unfair Business Practices; and (5) Violation of the Private Attorneys’ General Act, on behalf of Class/PAGA Members and each of their heirs, representatives, successors, assigns and attorneys, which shall be fully, finally and forever released, relinquished and discharged for the Class period of May 20, 2020 through May 20, 2024 and the PAGA Period of June 5, 2023 through May 20, 2024.
- FF. “Released Parties” means Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all current and former agents, owners, employees, officers, directors, insurers and attorneys.
- GG. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- HH. “Settlement Administrator” means the administrator proposed by the Parties (ILYM Group, Inc.) and appointed by the Court to administer the Settlement.
- II. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- JJ. “Workweek” means any portion of a calendar week during which a Class Member was employed during the Class Period.

II. RECITALS

- A. Plaintiff filed her Class Action Complaint on May 20, 2024, alleging the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Furnish Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties; and (4) Unfair Business Practices.
- B. Plaintiff submitted a letter to the LWDA on June 5, 2024 regarding the allegations above and Plaintiff’s intention to file a civil action under the Private Attorneys

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

- C. On August 14, 2024, following the expiration of the PAGA notice period, Plaintiff filed a First Amended Complaint adding a Fifth Cause of Action for representative claim under the PAGA base on Defendant’s violation of the Labor Code as set forth in Plaintiff’s original Complaint.
- D. On September 25, 2024, Defendant filed a general denial along with affirmative defenses in response to the First Amended Complaint.
- E. On August 4, 2025, the Parties participated in mediation with Russ J. Wunderli, a respected mediator in employment law. At the mediation, the Parties agreed to resolve all claims asserted and executed a Memorandum of Understanding, which serves as the basis for this Agreement. At mediation, Defendant determined that the total number of putative class members was 54 Class Members, 50 of whom are former employees. Further, Defendant determined there are 33 PAGA Members, 29 of whom are former employees. At mediation, Defendant shared with Plaintiff, through the mediator, Defendant’s financial condition, which was poor, showing losses over the last 3 years. Further, at mediation, Defendant showed that any meal period violations were limited to its Morgan’s Mill restaurant in Woodland, California.
- F. Prior to the mediation, the Parties conducted significant investigation and informal and formal discovery of the facts and law related to the allegations in the Action. Defendant produced Plaintiff’s personnel file, wage records, and documents relating to their policies, practices, and procedures regarding meal periods. As part of Defendant’s production, Plaintiff reviewed records relating to the size and scope of the Class Members, as well as data permitting Plaintiff to understand the number of Workweeks and pay periods in the PAGA and Class Periods. The Parties agree that the above-described investigation and evaluations, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respect Parties’ positions and to compromise the issues on a fair and equitable basis.
- G. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through class certification, trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including a formal mediation on August 4, 2025. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, PAGA Members and the State of California.

- H. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Further is a small business, and an adverse judgment against Defendant could cause Defendant to close its restaurants and Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- I. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Class Action is not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Hundred Ninety Thousand and Zero Dollars (\$190,000.00). This amount is all-inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
1. **To Plaintiff:** In addition to her Settlement Share and portion of the PAGA Settlement, Plaintiff will apply to the Court for an award of not more than \$10,000 as a Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment in this amount. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the

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

2. **To Class Counsel:** Class Counsel will separately apply to the Court for the Class Counsel Fees Payment, which will not exceed one-third (1/3) of the Gross Settlement Amount (\$63,333.33). Class Counsel will also be allowed to apply for Class Counsel Litigation Expenses Payment in an amount not to exceed actual expenses incurred in bringing this Action as documented in Class Counsel's billing records up to \$5,650.00. Defendant will not oppose these requests for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement. The Settlement Administrator will pay the amount approved by the Court for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment of less than one-third of the Gross Settlement Amount, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The payment of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall be made to Basham Law Group in the amount approved by the Court. The Parties agree that, other than the above Court-approved Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment, each of the Parties, including all Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or Settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order and Judgment. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or otherwise attempt to avoid enforcement of this Agreement, and the Settlement will remain binding. Class Counsel agrees that Class Counsel alone is responsible for any and all tax consequences arising from payments to Class Counsel under this Agreement.
3. **To LWDA.** The Parties will seek approval from the Court for allocating \$15,000.00 of the Gross Settlement Amount as the PAGA Settlement (with \$11,250.00 paid to the LWDA).
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court ("Settlement Administration Expenses"). The estimated fees and expenses to be paid to the Settlement Administrator, ILYM Group, Inc., is \$4,950.00.

5. **To Participating Class Members and PAGA Members.** Payments to the Participating Class Members and PAGA members as outlined in Section III(C) below.
- C. **Payment of Settlement Shares and PAGA Settlement.** The Settlement Administrator shall pay to each Participating Class Member their Settlement Share and each PAGA Member their portion of the PAGA Settlement as follows:
1. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by: (a) dividing the Net Settlement Amount, by the total number of Workweeks for all Participating Class Members during the Class Period; and (b) multiplying the result by each individual Participating Class Member's total number of Workweeks during the Class Period. The PAGA Settlement for each PAGA Member shall be distributed to PAGA Members by (a) dividing the 25% of the employee share of the PAGA Settlement by the total number of Pay Periods for all PAGA Members during the PAGA Period; and (b) multiplying the result by each individual PAGA Member's total number of Pay Periods during the PAGA Period. PAGA Members may not elect not to participate in the PAGA portion of the Settlement, even if they request to be excluded from the Class Settlement.
 2. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the applicable Net Settlement Amount and be distributed to the remaining Participating Class Members.
- D. **Appointment of Settlement Administrator.** In connection with the Motion for Preliminary Approval, the Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator to distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; printing and providing any IRS 1099 forms as required pursuant to applicable law; and otherwise administering the Settlement pursuant to this Agreement, together with such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The

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

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

E. Procedure for Approving Settlement.

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

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion (the "Motion for Preliminary Approval") with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. The Motion for Preliminary Approval shall be filed notwithstanding any new legal developments regarding the claims being litigated in the Action. The Motion for Preliminary Approval shall be filed within sixty (60) days of Execution of this Settlement Agreement.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a Preliminary Approval Order.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

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

- a. No later than 14 days after the Court enters a Preliminary Approval Order, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior

to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

- b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and no longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its

obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

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

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

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

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

- b. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must

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

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

- c. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.
5. **Additional Briefing and Final Approval.**

- a. Class Counsel will file with the Court their respective motions for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date the Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. As long as the requests for fees and expenses are consistent with the terms of this Agreement, Defendant, Class Counsel and any other counsel for the Parties will not oppose these requests.
 - b. Not later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, the service awards and payment of the Settlement Administration Expenses.
 - c. If any opposition is filed, then not later than 5 court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA payment, and payment of the Settlement Administration Expenses; and Plaintiff and Class Counsel may also file a reply in support of their requests for the Class Representative Service Payments, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present a Judgment for the Court's approval. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement,

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

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

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

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

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

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

- F. **Release of Claims.** As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and their respective former and present spouses, representatives, agents, attorneys (including PAGA and Class Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in Plaintiff's operative complaint in this Action. Plaintiff's release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside of the Class and PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- G. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.
- H. **PAGA Release.** As of the Effective Date and upon Defendant fully funding the Settlement, all PAGA Members employed in the PAGA Period, and the State of California, shall be deemed to have fully, finally, and forever released, relinquished and will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released Claims arising under the PAGA during the PAGA Period.
- I. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Class/PAGA Action.
- J. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments and shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, 401(k), bonuses, etc.). The Parties agree that any payments paid to Plaintiff and Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Member's previously credited hours of service or

other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

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

L. Miscellaneous Terms.

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

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any

other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
6. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
7. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
8. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed

against any Party on the basis that the Party was the drafter or participated in the drafting.

9. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
10. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.
11. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
12. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the second business day after emailing or third business day after mailing by United States mail, addressed as follows:

To Plaintiff:

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

To Defendant:

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

13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, DocuSign or email which for purposes of this Agreement shall be accepted as an original. All

executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 9/19/2025

Kaitlyn Rojas

DocuSigned by:

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Dated: Sept 18, 2025

Yolo Eats, Inc.

By: 

Kellie Morgan, CEO

[Additional Signatures on Next Page]

APPROVED AS TO FORM ONLY:

Dated: 9/18/2025


BASHAM LAW GROUP, INC.

By: 
81BBBC0D53E744A...

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

Dated: 09/18/2025

KROGH & DECKER, LLP

By: 
Trevor White
Attorney for Defendant






Rojas v. Yolo Eats | CLASS/PAGA SETTLEMENT AGREEMENT

Final Audit Report

2025-09-19

Created:	2025-09-18
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