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Joanna Ghosh (Cal. State Bar No. 272479)
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Attorneys for Plaintiff Megan Dremine

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ELVA FLORES and MEGAN DREMINE, in
a Representative capacity only, and on behalf
of other members of the general public
similarly situated,

Plaintiffs,

v.

RANCHO VALENCIA RESORT
PARTNERS, LLC, a California Limited
Liability Company, and RVR RANCHO
VALENCIA HOLDINGS PARTNERS, L.P.,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2022-00006752-CU-OE-CTL

Honorable Richard S. Whitney
Department C-68

**DECLARATION OF ARMAN
MARUKYAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED EX PARTE
APPLICATION FOR PAGA
SETTLEMENT APPROVAL**

Date: October 23, 2025
Time: 8:45 a.m.
Department: C-68

Complaint Filed: February 22, 2022
Trial Date: None Set

DECLARATION OF ARMAN MARUKYAN

I, Arman Marukyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Megan Dremine (“Plaintiff Dremine”) in the action entitled *Dremine v. Rancho Valencia Resort Partners, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 25CU043100C (“*Dremine* Action”), which is being settled with the above-captioned action entitled *Flores, et al. v. Rancho Valencia Resort Partners, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2022-00006752-CU-OE-CTL (“*Flores* Action”)(together with the *Dremine* Action, the “Actions”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC, sometimes in association with other law firms, has recovered millions of dollars on behalf of thousands in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In

1 addition, he has previously served as a pro bono mediator for the Los Angeles County Superior
2 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
3 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
4 From approximately September 2002 to approximately December 2002, he served as a Judicial
5 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
6 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
7 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
8 Appellate District. In December of 2004, he obtained a license to practice law from the California
9 State Bar. From approximately December 2004 to approximately August 2008, he was employed
10 by a prominent plaintiff-side law firm. Since in or around October of 2008, through his work at
11 Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and
12 employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one
13 hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared
14 dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five
15 (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction
16 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
17 other overtime exemptions to the State of California and federal overtime compensation
18 requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class
19 certification by contested motion practice in approximately sixteen (16) cases in the last decade
20 and litigated over 1,000 class action or representative action cases.

21 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
22 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
23 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
24 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
25 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
26 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
27 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
28 He was admitted to practice law in California in 2010. He is admitted to practice before all courts

of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding Private Attorneys General Act and employer efforts to compel arbitration of such claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also has extensive experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot

1 study, and trial preparation in conjunction with co-counsel in a case involving a certified class
2 consisting of approximately 2,600 individuals). She also has extensive experience with class action
3 and/or representative action settlements, and she has handled this process in over five hundred
4 (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers *for* Justice,
5 PC has handled the class certification and court approval process for hundreds of class action
6 and/or representative action matters that have successfully resolved. She is a member of the
7 California Employment Lawyers Association and, on several occasions, has been a speaker
8 regarding topics in wage and hour law at the organization's continuing legal education events.

9 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
10 from Loyola Marymount University, Los Angeles in 2015 and earned my Juris Doctor degree from
11 Pennsylvania State University, Penn State Law in 2019. I was admitted to practice law in
12 California in 2019. I am admitted to practice before all courts of the State of California and all
13 federal district courts in the State of California. During my employment with Lawyers for Justice,
14 PC, I have worked on over one hundred (100) wage-and-hour class actions and PAGA
15 representative actions, and my work has included, inter alia: researching and drafting pleadings;
16 administrative notice exhaustion; drafting, negotiating, and finalizing stipulations and settlement
17 agreements; taking and defending depositions; propounding and responding to written discovery;
18 engaging in motion practice (including and not limited to, motions to compel arbitration, motions
19 to compel discovery responses, motions for summary judgment and/or adjudication, and motions
20 to remand); claims evaluation and analysis; making court appearances; and attending mediation. I
21 have also successfully handled briefings and oral arguments in the California Courts of Appeal. I
22 am a member of the California Lawyers Association's Labor and Employment Section and
23 Litigation Section.

24 **NOTICE TO THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT**
25 **AGENCY AND THE EMPLOYER**

26 7. Plaintiff Dremin has satisfied the prerequisites under the California labor Code
27 section 2699.3(a), including, and not limited to, providing the California Labor and Workforce
28 Development Agency ("LWDA") and Defendants Rancho Valencia Resort Partners, LLC, and

1 RVR Rancho Valencia Holdings, LLC (“Defendants”) with written notice of the specific
2 provisions of the California Labor Code that are alleged to have been violated, including the facts
3 and theories to support the alleged violations, by way of written correspondence on behalf of
4 Plaintiff Dremine that was dated June 11, 2025 (“PAGA Notice”). The PAGA Notice was sent by
5 U.S. Certified Mail to Defendants and submitted to the LWDA by way of online submission on
6 the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did
7 not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto
8 as “**EXHIBIT 1.**”

9 **ATTORNEYS’ FEES INCURRED BY LAWYERS *for* JUSTICE, PC**

10 8. By way of the accompanying *ex parte* application for approval of the settlement,
11 PAGA Counsel seek attorneys’ fees in the amount of \$266,666.67 which is one-third (1/3) of the
12 Gross Settlement Amount of \$800,000.00. Pursuant to the contingency-fee agreement entered into
13 by and between Plaintiff Dremine and Lawyers *for* Justice, PC, Plaintiff Dremine has agreed to a
14 contingency fee of at least one-third (1/3) of the recovery. The Settlement also provides for
15 reimbursement of litigation costs and expenses in an amount up to \$11,000.00.

16 9. The attorneys’ fees sought are commensurate with: (1) the risk that PAGA Counsel
17 took in commencing the cases; (2) the time, effort, and expense that PAGA Counsel dedicated to
18 the cases; (3) the skill and determination that PAGA Counsel have shown; (4) the results that
19 PAGA Counsel have achieved throughout the litigation; (5) value of the settlement that PAGA
20 Counsel have achieved in the cases; and (6) the other cases that PAGA Counsel have turned down
21 in order to devote their time and efforts to these cases.

22 10. While not necessarily required to be demonstrated because a percentage fee is
23 proper for this settlement, it should be noted that PAGA Counsel has performed many hours of
24 work in connection with prosecuting this matter such that the requested attorneys’ fees award is
25 also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of
26 **32.80 hours** performing tasks to obtain a recovery on behalf of Plaintiff Dremine, the State of
27 California, and the Aggrieved Employees. Attached hereto as “**EXHIBIT 2**” is an Attorney Task
28 and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at

1 Lawyers for Justice, PC and the time incurred in performing those services. These hours include
2 work done by several attorneys at the firm. Also, separate from the hours referenced herein and in
3 the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting
4 with the prosecution of the case.

5 11. The work performed in this particular case, the background of Lawyers for Justice,
6 PC, as well as the individual backgrounds, training, and experience of the attorneys who worked
7 on this matter, in litigating complex wage-and-hour class and PAGA representative actions,
8 support a reasonable blended hourly rate of compensation of at least \$1,000.00 per hour for work
9 performed by Lawyers for Justice, PC. Accordingly, Lawyers for Justice, PC currently has a
10 lodestar of at least \$32,800.00 (\$1,000.00 per hour x 32.80 hours) for these matters.

11 **LITIGATION COSTS AND EXPENSES INCURRED BY**
12 **LAWYERS for JUSTICE, PC**

13 12. To date, PAGA Counsel have borne all of the risks and costs of litigation and will
14 not receive any compensation until a recovery is obtained in this matter. Lawyers for Justice, PC
15 seeks reimbursement of **\$639.12** in litigation costs and expenses incurred in the *Dremin* Action,
16 as reflected in “**EXHIBIT 3**” attached hereto. These expenses were reasonable and necessary in
17 the prosecution of this matter and to obtain the Settlement.

18 13. PAGA Counsel submits that the Settlement is fair, reasonable, and adequate, and is
19 in the best interest of Plaintiffs, Aggrieved Employees, and the State of California. PAGA Counsel
20 further submits that the Settlement is within an acceptable range of recovery for this type of
21 litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
22 litigation, and the costs and risks associated with representative adjudication, trial, and/or appeals.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on this 21st day of October 2025 at Glendale, California.

26 

27 _____
Arman Marukyan

EXHIBIT 1

LAWYERS FOR JUSTICE^{PC}

June 11, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *RANCHO VALENCIA RESORT PARTNERS, LLC; RVR RANCHO VALENCIA HOLDINGS, LLC; JEFFREY ESSAKOW, AN INDIVIDUAL; DOUG CARSON, AN INDIVIDUAL*

Dear Representative:

We have been retained to represent Megan Dremine against Rancho Valencia Resort Partners, LLC, RVR Rancho Valencia Holdings, LLC, Jeffrey Essakow, an individual, and Doug Carson, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Rancho Valencia”) for violations of California wage-and-hour laws. Ms. Dremine seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Jeffrey Essakow is a Manager/Member of RVR Rancho Valencia Holdings, LLC. Jeffrey Essakow, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Rancho Valencia, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Doug Carson is a Manager/Member of RVR Rancho Valencia Holdings, LLC. Doug Carson, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Rancho Valencia, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Dremine seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Rancho Valencia employed Ms. Dremine as an hourly-paid, non-exempt employee from approximately March 2025 to approximately March 2025, in the State of California.

The “aggrieved employees” that Ms. Dremine may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Rancho Valencia has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Rancho Valencia required Ms. Dremin and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Dremin and other aggrieved employees for this time. Such work included, but was not limited to, waiting to clock in, attending meetings, donning and doffing, responding to work-related communications, answering phone calls and text messages, and completing other regular tasks/duties.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Dremin and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Dremin and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Rancho Valencia required Ms. Dremin and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Rancho Valencia failed to pay Ms. Dremin and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular

payroll period. During the relevant time period, Rancho Valencia failed to pay Ms. Dremin and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Rancho Valencia did not provide Ms. Dremin and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Rancho Valencia were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Dremin and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Dremin and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Dremin and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Dremin and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Dremin and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Rancho Valencia failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Dremin and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Rancho Valencia did not provide Ms. Dremin and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for

each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Rancho Valencia failed to pay Ms. Dremin and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Dremin and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Rancho Valencia failed to pay Ms. Dremin and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Dremin and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Dremin and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Rancho Valencia. These costs include, but are not limited to, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with company policy, and the purchasing and maintenance of specialty footwear in compliance with company policy. .

Therefore, on behalf of all aggrieved employees, Ms. Dremin seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Rancho Valencia Resort Partners, LLC
RVR Rancho Valencia Holdings, LLC
c/o Karyn Meletis
Agent for Service of Process
12636 High Bluff Drive, Suite 350
San Diego, CA 92130

Jeffrey Essakow
3262 Holiday Ct, Ste 100
La Jolla, CA 92037

Doug Carlson
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Rancho Valencia Resort Partners, LLC
RVR Rancho Valencia Holdings, LLC
Jeffrey Essakow
Doug Carlson
c/o Derek W. Paradis
HIGGS FLETCHER & MACK LLP
Attorneys
401 West A Street, Suite 2600
San Diego, CA 92101

EXHIBIT 2

ELVA FLORES, ET AL. V. RANCHO VALENCIA RESORT PARTNERS, LLC, ET AL.
San Diego Superior Court Case No. 37-2022-00006752-CU-OE-CTL (“FLORES ACTION”)

MEGAN DREMIN V. RANCHO VALENCIA RESORT PARTNERS, LLC, ET AL.
San Diego Superior Court Case No. 25CU043100C (“DREMIN ACTION”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Megan Dremín (“Plaintiff Dremín”) during the Actions	8
Review and Analyze Court Filings in <i>Elva, et al. v. Rancho Valencia Resort Partners, LLC, et al.</i>	1.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Dremín’s Claims, Legal Research and Analysis of All Claims Involved, Draft Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, Labor Code § 2698, Et. Seq (filed on August 15, 2025) (<i>Dremín</i> Action)	6.80
Review and Analyze the Court’s Notice of Case Assignment and Case Management Conference (Civil) (filed on August 18, 2025) (<i>Dremín</i> Action)	0.10
Review and Analyze the Court’s Alternative Dispute Resolution (ADR) Information (filed on August 18, 2025) (<i>Dremín</i> Action)	0.10

Review and Approve the First Amended Complaint Being Filed in the <i>Flores</i> Action Adding Plaintiff Dremine and Her Claims	0.80
Discovery	
Review and Analyze Documents Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Dremine	1.50
Letters and Correspondence	
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff Dremine under the Private Attorneys General Act (served on June 11, 2025)	4.50
Draft Correspondence to, Meet with, and/or Respond to Correspondence from, Defense Counsel	2.50
Settlement	
Review, Revise, Negotiate, and Finalize PAGA Settlement Agreement (fully executed on October 21, 2025)	1.50
Law and Motion	
Draft, Review, Revise, and/or Finalize Plaintiffs' <i>Ex Parte</i> Application for PAGA Settlement Approval, Memorandum of Points and Authorities in Support Thereof, Declaration of Arman Marukyan in Support Thereof, Declaration of Plaintiff Dremine in Support Thereof, and [Proposed] Order and Judgment	5.50
Total Hours:	32.80

EXHIBIT 3

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Dremin vs. Rancho Valencia Resort Partners, LLC, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
4/18/2025	U.S. Postmaster	Postage	\$30.00
6/11/2025	U.S. Postmaster	Postage	\$50.00
6/11/2025	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
8/18/2025	Legal Document Server, Inc.	Attorney Service	\$49.12
8/18/2025	San Diego Superior Court	Complaint Filing Fee	\$435.00
		Total:	<u>\$639.12</u>