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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DEMARIS MASADAS and KOA GARCES,
individually, and on behalf of Aggrieved
Employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

CALIFORNIA DINNER
ENTERTAINMENT, LLC dba PIRATE'S
DINNER ADVENTURE, a Florida limited
liability company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 30-2023-01354556-CU-OE-CJC

[Assigned to Hon. Melissa R. McCormick,
Dept. CX105]

**DECLARATION OF JACOB PARCELL
IN SUPPORT OF APPROVAL OF
SETTLEMENT OF ACTION FILED
PURSUANT TO PRIVATE
ATTORNEYS' GENERAL ACT**

Reservation ID: 74743689

Date: March 12, 2026

Time: 2:00 p.m.

Dept.: CX105

Complaint filed: October 3, 2023

Trial Date: None Set

DECLARATION OF JACOB PARCELL

I, Jacob Parcell, declare as follows:

1. I am an individual over the age of 18 and am one of the named plaintiffs in this matter against California Dinner Entertainment, LLC dba Pirate’s Dinner Adventure (“California Dinner”). This declaration is submitted in support of approval of the Settlement Agreement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for California Dinner as a non-exempt employee in the position of “Performer” from approximately September 14, 2021 until approximately October 2023 at the Buena Park location. While working for California Dinner, I was subject to their wage and hour policies and practices at issue in this case.

3. During my employment with California Dinner, I was paid on a piece-rate basis for each show in which I performed. Although I received a rate for non-show days, including compensation for rehearsal and marketing, I was not always compensated for time during show days when I was still working but not actually performing in the show. Specifically, I clocked in for a number of hours that far exceeded the length of the two-hour show, and during this period of time I needed to perform tasks not related to the performance. During my employment with California Dinner, I was also not always provided with uninterrupted 30-minute meal periods before the end of the fifth hour of work, and not paid a meal premium for shifts in which I was not given a compliant meal break. Even though I was separately compensated for 10-minute rest periods, I was frequently not permitted to take 10-minute off-duty rest periods during show days. As a result of these violations, it is my understanding that I was not provided by California Dinner with accurate itemized wage statements.

4. When I filed this lawsuit, I understood that it could benefit my former coworkers, other California Dinner employees, and the State of California by helping to recover penalties on their behalf as a result of the alleged violations described above. I also understood that I was filing this case as an “aggrieved employee” on behalf of myself and my fellow “aggrieved employees” as well as the State of California.

1 5. When I filed this lawsuit, I knew there was a risk I could be liable for California
2 Dinner's costs if we lost the case. I also understood that filing a lawsuit is a public record.
3 However, I accepted those risks so that I could help recover penalties on behalf of other California
4 Dinner employees and the State of California. Even though I assumed these risks, to date, I have
5 not suffered any actual adverse consequences because I filed this lawsuit.

6 6. I have been actively involved in this case since it started in 2023. Without waiving
7 the attorney-client privilege, I have had many phone conversations and meetings with my
8 attorneys throughout this case to discuss California Dinner's wage and hour policies and practices,
9 identify potential witnesses, and discuss case strategy. I also gathered and reviewed documents
10 for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate that I have
11 spent approximately 35-40 hours performing these activities in order to help the case.

12 7. I understand that my attorneys will request that the Court approve an enhancement
13 payment of \$5,000.00 for my efforts on behalf of the aggrieved employees and the State of
14 California. I believe this amount is reasonable based on the amount of time and effort I have
15 devoted to this case and the risks I have undertaken as a representative. My support for the
16 Settlement is not contingent on me receiving this enhancement payment

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States that the foregoing is true and correct. Executed on Jan 5, 2026
19 at Garden Grove, California.

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Jacob Parcell (Jan 5, 2026 12:52:39 PST)

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