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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 SEAN M. BLAKELY IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES, COSTS, AND ENHANCEMENT PAYMENTS

Reservation ID: 74743689
Date: March 12, 2026
Time: 2:00 p.m.
Dept.: CX105

Complaint Filed: October 3, 2023
Trial Date: None Set

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DECLARATION OF SEAN M. BLAKELY

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and co-counsel for the named Plaintiffs Demaris Masadas and Koa Garces in the above-captioned matter, and counsel for Plaintiff Jacob Parcell in the matter titled *Jacob Parcell v. California Dinner Entertainment, LLC*, Case No. 30-2023-01350262-CU-OE-CXC (together with Plaintiffs Masadas and Garces, "Plaintiffs"), and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. 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 am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, opposing motions for summary judgment, as well as a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) active wage and hour class and representative actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al,* Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc*., California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.,* Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc*., Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc*., *et al*., Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of

settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and related violations, approved at hourly rate of $475 for work performed in 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al*., Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et al*., Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F. Highberger presiding (granting final approval of settlement involving claims for wage statement violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al*., Case No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment, Inc*., Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc*., Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees involving claims for unpaid wages, meal period violations, rest period violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C*., Case No. RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations,

and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company,* Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage statement class, and waiting time penalty class).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As co-counsel for Plaintiffs and Aggrieved Employees in this case, I have been intimately involved in every aspect of this case from its inception, and I believe the proposed Settlement is an excellent result for the Aggrieved Employees and the State of California.

8. Defendant California Dinner Entertainment, LLC dba Pirate's Dinner Adventure ("California Dinner") operates a pirate-themed dinner theatre in Buena Park, California.

9. On September 20, 2023, Plaintiff Parcell, through my office, filed a Class Action Complaint in the Superior Court of California, County of Orange, Case No. 30-2023-01350262-CU-OE-CXC, alleging: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, and (6) unfair competition. On September 21, 2023, Plaintiff Parcell submitted his notification letter to the LWDA and California Dinner regarding California Dinner's alleged Labor Code violations and his intent to pursue a PAGA representative action, as required by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff Parcell's September 21, 2023 LWDA letter. On November 27, 2023, after exhausting his pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff Parcell filed a First Amended Class and Representative Action Complaint, adding a cause of action for civil penalties under the PAGA.

10. Shortly after Plaintiff Parcell filed his complaint, California Dinner produced arbitration agreements that Plaintiffs signed during their employment with California Dinner. In light of these arbitration agreements, the Parties decided to mediate only the Plaintiffs' individual claims and PAGA claims. On October 10, 2024, the Parties participated in mediation before

mediator Jeffrey A. Ross, Esq., a well-respected wage and hour mediator. Prior to mediation, California Dinner informally produced information and documents pertaining to Plaintiffs and other Aggrieved Employees, including, but not limited to, payroll and timekeeping records for Plaintiffs and approximately 25% of Aggrieved Employees during the PAGA Period; several data points including the number of Aggrieved Employees and the number of aggregate pay periods worked by Aggrieved Employees during the PAGA Period; and its employee handbook and other written policies in effect during the PAGA Period, in order for Plaintiffs' counsel to investigate Plaintiffs' allegations and value the claims prior to mediation. With the help of a retained expert, Plaintiffs conducted a comprehensive analysis and extrapolation of the data produced by California Dinner to calculate California Dinner's potential PAGA exposure.

11. During mediation, the Parties vigorously debated Plaintiffs' ability to proceed on a representative basis, the legal basis for Plaintiffs' claims and California Dinner's defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. At the conclusion of mediation, Mr. Ross issued a mediator's proposal with a response deadline of February 7, 2025. On February 7, 2025, the Parties accepted Mr. Ross' mediator proposal. Over the following months, the Parties negotiated and finalized the Settlement Agreement now before the Court. As a condition of the Settlement, the Parties stipulated to the filing of a First Amended Representative Action Complaint ("FAC") in this action, adding Plaintiff Parcell as a named plaintiff along with factual allegations related to Plaintiff Parcell's claims. The stipulation was filed with the Court on January 6, 2026, and after the Court approves the stipulation, the Parties will immediately file the FAC.

12. A true and correct copy of the fully executed Stipulation of Settlement of PAGA Action Claims and Release of Claims is attached hereto as **Exhibit 1**. The Proposed Notice of PAGA Settlement and Release of Claims is attached as **Exhibit A** to the Settlement Agreement. The Settlement provides for a non-reversionary Gross Settlement Amount of $620,000.00. After deducting amounts for requested attorneys' fees ($206,666.67), litigation costs ($26,986.75), Plaintiffs' Enhancement Payments ($5,000.00 each, $15,000.00 total), and settlement administration costs ($5,000.00), the Settlement provides for distribution of a Net Settlement

Amount of approximately $366,346.58 to be paid to Aggrieved Employees and the LWDA. The Net Settlement Amount shall be distributed 75% (approximately $274,759.94) to the LWDA, and 25% (approximately $91,586.64) to Aggrieved Employees. There are approximately 374 Aggrieved Employees, resulting in average payments of approximately $244.88 to each Aggrieved Employee. The estimated highest Individual PAGA Payment will be approximately $716.88. The estimated lowest Individual PAGA Payment will be approximately $8.24.

13. Although Plaintiffs steadfastly maintain their claims are meritorious, Plaintiffs acknowledge that there are substantial risks and uncertainty in proceeding to trial. For example, with respect to Plaintiffs' claim that California Dinner required them and other non-exempt employees to arrive before their scheduled shifts and perform work duties after their scheduled shifts, even though the employees were only paid for their scheduled shift times, California Dinner counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Aggrieved Employees for all hours worked throughout the PAGA Period. California Dinner further contends that no off-the-clock work was actually being performed prior to the scheduled start or end of shifts.

14. With respect to Plaintiffs' meal period claims, Plaintiffs allege that they and other Aggrieved Employees were often provided with late, short, and/or interrupted meal periods. Plaintiffs also allege that they were not given a second 30-minute meal period on shifts of more than 10.0 hours. California Dinner counters that it maintained compliant written meal period policies throughout the PAGA Period and provided compliant meal periods in line with those policies. California Dinner further contends that it always provided employees with the opportunity to take meal periods and is not required to ensure they are taken. Thus, California Dinner argues, any non-compliant meal periods were the result of lawful employee choice, rather than any policy and/or practice of California Dinner. As for second meal periods, California Dinner asserts many employees choose to waive their second meal periods on shifts over 10.0 hours but less than 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. Finally, California Dinner maintains Plaintiffs' meal period claim is not suited for representative treatment, since individual inquiries

would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and (for second meals) whether they waived the meal period.

15. With respect to Plaintiffs' rest period claims, Plaintiffs contend that due to work demands they and other Aggrieved Employees were not authorized and permitted to take compliant 10-minute rest periods. California Dinner contends that it has maintained and enforced compliant written rest period policies/practices and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any California Dinner's policy and/or practice. California Dinner further argues that Plaintiffs' rest period claim is not amenable to representative treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, California Dinner argues, given that rest periods are not, and need not, be recorded.

16. With respect to Plaintiffs' claim that Performers were not paid for non-productive time under California Dinner's Performer piece-rate/commission plan, California Dinner contends that its compensation plans fully comply with California law and compensate employees for all hours worked. California Dinner further contends that employees experienced minimal (if any) uncompensated "non-productive" time. California Dinner also argues that any questions of non-productive time would be highly individualized, as employees worked in a variety of positions, some of them not compensated by piece-rate/commission plans, and there are no records or other common evidence of time spent on potentially non-productive tasks necessary to prove liability on a representative basis.

17. Plaintiffs also allege that California Dinner failed to adequately reimburse Plaintiffs and other Aggrieved Employees for all reasonable and necessary work expenditures, including, but not limited to, use of their personal cellular phones and purchase of their own

uniforms. California Dinner argues that employees did not have to use their personal cellular phones or purchase their own uniforms to perform their job duties. California Dinner further argues that this claim would require individual inquiries into whether Aggrieved Employees actually purchased these items for work purposes, how much expense they incurred, whether they submitted a request for reimbursement, and the reasonableness of that expense, thus precluding representative treatment.

18. As a result of California Dinner's alleged failure to pay all wages and all meal and rest period premiums, Plaintiffs allege derivative PAGA claims for failure to issue accurate and itemized wage statements and failure to pay all wages owed at separation of employment. In response, California Dinner argues that Plaintiffs' underlying claims will fail and, as a result, the derivative claims will also fail. California Dinner also maintains that any "derivative" PAGA claims for violations of Labor Code Sections 226 or 203 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

19. California Dinner further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, California Dinner argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law. Based on data provided by California Dinner, there were approximately 11,120 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiffs could prove at least one Labor Code violation in each and every pay period, Plaintiffs calculated California Dinner's <u>maximum</u> PAGA exposure at $1,112,000 (11,120 pay periods * $100 per violation). In the face of California Dinner's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiffs felt that the negotiated settlement of $620,000.00 (which equates to $55.76 per pay period), was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

20. The request for administration costs of $5,000.00 is also fair and reasonable. ILYM Group, Inc. ("ILYM") was selected because it is an experienced settlement administrator

and returned a reasonable bid. Moreover, ILYM will perform several important functions that are integral to the implementation of the Settlement. As detailed in the declaration of Anthony Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the Notice process. Among other things, ILYM will calculate each Individual PAGA Payment, update addresses contained in California Dinner's data, format and translate the Proposed Notice of PAGA Settlement and Release of Claims, and otherwise prepare it for mailing, mail the Notice to the Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee is therefore reasonable.

21. Plaintiffs' counsel is requesting attorneys' fees of one-third of the Gross Settlement Amount (i.e., $206,666.67). Based on my experience in similar wage and hour class and representative PAGA actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery. In addition, and as explained below and in the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. As discussed above, this case presented significant risks to Plaintiffs. This case involved nuanced legal issues, including the legality of California Dinner's obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Plaintiffs' counsel conducted extensive research regarding the merits of Plaintiffs' claims, their ability to recover PAGA civil penalties, and California Dinner's potential defenses. Plaintiffs' counsel also performed, with the assistance of a retained expert, extensive analysis of data and information produced by California Dinner, used this analysis to evaluate Plaintiffs' claims, and drafted a comprehensive mediation brief. Plaintiffs' counsel attended a full-day mediation, and expended significant effort in preparing settlement documents, this Motion and supporting documents, and will oversee the settlement administration process. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiffs' counsel was great. The quality of Plaintiffs' counsel's work, and the efficacy and dedication with which it was performed, should be compensated. Thus, Plaintiffs submit the

requested fee award is fair, reasonable and adequate and should be approved.

22. Since undertaking representation of Plaintiff Parcell, my office has dedicated substantial resources to this litigation without receiving any compensation to date. My office is requesting reimbursement of $19,111.86 in total costs, which includes an anticipated cost of $24.82 for the anticipated cost of filing Plaintiff Parcell's request to dismiss his action without prejudice. A detailed line-item report of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, mediation fees, expert fees, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of Plaintiffs and the Aggrieved Employees. Attached hereto as **Exhibit 4** is a true and correct copy of the invoice submitted by Plaintiffs' retained expert, Berger Consultant Group, who performed various analyses in connection with this litigation. Attached hereto as **Exhibit 5** is a true and correct copy of the invoice submitted by the mediator, Jeffrey A. Ross.

23. I believe the requested Enhancement Payments of $5,000.00 to each Plaintiff ($15,000.00 total) are reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Aggrieved Employees. Plaintiffs provided substantial factual information and documents to counsel, assisted in identifying potential witnesses and participated in numerous discussions with my office regarding the case. Accordingly, I believe Plaintiffs' requested Enhancement Payments are reasonable and should be approved.

24. I have made a reasonable inquiry and aside from the *Parcell* Action I am not aware of any class, representative, or other collective actions in any other court that assert similar claims to those asserted in this action on behalf of a class or group of individuals who would also Aggrieved Employees in this settlement.

25. My firm, Haines Law Group, APC, has entered into a fee sharing agreement in this case with Blackstone Law APC in connection with the litigation of this lawsuit and the *Parcell* Action. Under the terms of the agreement, any fee award resulting from litigation of the actions will be split 50% to Haines Law Group, APC and 50% to Blackstone Law APC. This fee-sharing agreement was expressly agreed to in writing by Plaintiffs pursuant to California Rule of Professional Conduct 1.5.1.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 7, 2026, at El Segundo, California.

Sean Blakely

Sean M. Blakely

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DEMARIS MASADAS KOA GARCES, and JACOB PARCELL 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-CXC] **STIPULATION OF SETTLEMENT OF PAGA ACTION CLAIMS AND RELEASE OF CLAIMS** Judge: Honorable Hon. Melissa R. McCormick, Dept. CX104

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d/b/a PIRATES DINNER ADEVENTURE

This Stipulation of Settlement of PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs DEMARIS MASADAS, KOA GARCES, AND JACOB PARCELL (collectively, "Plaintiffs"), individually and on behalf of the State of California as private attorney generals, and Defendant CALIFORNIA DINNER ENTERTAINMENT, LLC DBA PIRATES DINNER ADVENTURE (hereinafter, "Defendant"):

I. <u>DEFINITIONS</u>

A. "Actions" mean Plaintiffs' PAGA lawsuits alleging wage and hour violations against Defendant captioned *Masadas and Garces v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure,* Superior Court of Orange, Case No. 30-2023-01354556-CU-OE-CXC, filed October 3, 2023 and *Parcell v. California Dinner Entertainment, LLC,* Superior Court of Orange, Case No. 30-2023-01350262-CU-OE-CXC, filed on September 20, 2023.

B. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.

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

D. "Aggrieved Employees" shall mean all non-exempt employees who are or previously were employed by Defendant in California during the PAGA Period.

E. "Aggrieved Employee Data" means the Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's full name, last-known mailing address, Social Security number, and dates of employment during the PAGA Period.

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

G. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of PAGA Action Claims and Release of Claims.

H. “Approval Order” means the proposed Court order granting approval of the Settlement.

I. “Court” means the Superior Court for the State of California, County of Orange.

J. “Defendant” shall mean California Dinner Entertainment, LLC dba Pirates Dinner Adventure.

K. “Defendant’s Counsel” shall mean Efthalia S. Rofos, Esq. and Tiffany H. Rouhi, Esq. of O’Hagan Meyer LLP.

L. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Approval Order approving this Settlement Agreement and (b) the Judgement is final. The Judgment is final as of the day the Court enters the Judgment.

M. “Gross Settlement Amount” means the non-reversionary sum of Six Hundred and Twenty Thousand Dollars ($620,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Enhancement Payments, and the Administration Expenses Payment.

N. “Individual Settlement Payment” means each Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

O. “Judgment” means the judgment entered by the Court based upon the order granting approval.

P. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

Q. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

R. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amount approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Payments, and the Administration Expenses Payment.

S. "PAGA Counsel" means Jonathan Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC; and Paul Haines, Sean Blakely, and Joel Gordon of Haines Law Group, APC.

T. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*.

V. "Pay Periods," means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

W. "PAGA Notices" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

X. "PAGA Period" means the period between July 28, 2022 to February 7, 2025.

Y. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiffs or Defendant, individually.

Z. "Plaintiffs" shall mean Demaris Masadas, Koa Garces, and Jacob Parcell.

AA. "Plaintiffs' Enhancement Payment(s)" means the payments to the named Plaintiffs for initiating the Actions and providing services in support of the Actions.

BB. "Released PAGA Claims" means all PAGA claims for civil penalties alleged in the Operative Complaint and PAGA Notices, which occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

CC. "Released Parties" shall mean Defendant and its former and current respective owners, officers, directors, partners, agents, subsidiaries, successors, assigns, executors, trustees, fiduciaries, administrators, business managers, and attorneys.

DD. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

II. **RECITALS**

A. Plaintiff Jacob Parcell's Action (Case No. 30-2023-01350262-CU-OE-CXC):

1. On September 20, 2023, Plaintiff Jacob Parcell filed a Class Action Complaint in Case No. 30-2023-01350262-CU-OE-CXC) ("Parcell Action") for:

a) Failure to pay minimum wage in violation of Cal. Lab. Code §§ 226.2, 1182.12, 1194, 1194.2, and 1197;

b) Failure to pay overtime compensation in violation of Cal. Lab. Code §§ 204, 510, 1194, and 1198;

c) Failure to provide meal periods in violation of Cal. Lab. Code §§ 226.2, 226.7, 516, and 558;

d) Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.2, 226.7, and 516;

e) Failure to furnish accurate wage and hour statements in violation of Cal. Lab. Code §226, *et seq.*; and

f) Unfair competition in Violation of Bus. and Prof. Code §§ 17200, *et seq*;

2. On September 21, 2023, Plaintiff Jacob Parcell submitted a notice with the Labor and Workforce Development Agency (LWDA).

3. On November 27, 2023, Plaintiff Jacob Parcell filed a First Amended Class and Representative Action Complaint ("Parcell Operative Complaint") to include an additional cause of action for civil penalties under the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

B. Plaintiff Demaris Masadas and Plaintiff Koa Garces Actions (Case Nos. 30-2023-01354556-CU-OE-CJC and 30-2023-01349443-CU-OE-CXC):

1. On July 28, 2023, Plaintiff Demaris Masadas submitted a notice with the LWDA. On August 9, 2023, Plaintiff Koa Garces submitted a notice with the LWDA.

2. On September 13, 2023, Plaintiff Demaris Masadas and Plaintiff Koa Garces filed a Class Action Complaint for Damages in case No. 30-2023-01349443-CU-OE-CXC ("Masadas/Garces Class Action") for:

a) Failure to pay minimum wage in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1;

b) Failure to pay overtime compensation in violation of Cal. Lab. Code §§ 510 and 1198;

c) Failure to provide meal periods in violation of Cal. Lab. Code §§ 226.7 and 512(a);

d) Failure to provide required rest periods in violation of Cal. Lab. Code §226.7;

e) Failure to timely pay wages during employment in violation of Cal. Lab. Code §§ 204 and 210;

f) Failure to furnish accurate wage statements in violation of Cal. Lab. Code § 226(a);

g) Failure to pay timely wages in violation of Cal. Lab. Code §§ 201, 202, and 203;

h) Failure to reimburse necessary business expenses in violation of Cal. Labor Code §§ 2800 and 2802; and

i) Unfair competition in violation of Bus. and Prof. Code §§ 17200, *et seq*;

3. On October 3, 2023, Plaintiff Demaris Masadas and Plaintiff Koa Garces filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. ("Masadas/Garces Operative Complaint") in Case No. 30-2023-01354556-CU-OE-CJC ("Masadas/Garces PAGA Action") alleging one cause of action for civil penalties under PAGA.

C. Following execution of this Agreement, the Parties will stipulate to the filing of an amended complaint in the Masadas/Garces PAGA Action, Case No. 30-2023-01354556-CU-OE-CJC, adding Plaintiff Parcell as a named plaintiff along with factual allegations related to Plaintiff Parcell's claims. After the amended Masadas/Garces PAGA Action is filed, Plaintiff Parcell will dismiss the entire Parcell Action without prejudice, and Plaintiffs Masadas and Garces will dismiss the Masadas/Garces Class Action without prejudice. The amended Masadas/Garces PAGA Action will be referred to as the "Operative Complaint".

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions, disputes any wages, damages and penalties claimed by Plaintiffs are owed, and further contends that, for any purpose other than this settlement, the Actions are not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

E. Plaintiffs conducted an investigation into the facts relevant to the Actions, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data, including payroll and timekeeping records, concerning the Aggrieved Employees, which Plaintiffs' counsels reviewed and analyzed. Based on their own independent investigation and evaluation, Plaintiffs' counsel are of the opinion that the settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding PAGA manageability, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to the Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On October 10, 2024, the Parties participated in mediation presided over by Jeffrey A. Ross Esq., an experienced mediator of PAGA actions. The mediation concluded with a settlement, which is subsequently memorialized by this Agreement and concurrently executed individual settlement agreements.

G. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or Aggrieved Employees have merit or that Defendant bears any liability to Plaintiffs or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit.

H. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Actions through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Actions.

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

III. TERMS OF AGREEMENT

A. MONETARY TERMS

1. Gross Settlement Amount. Except as otherwise provided by Section G below, Defendant promises to pay $620,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section D, Paragraph 1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make

and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $206,666.67 and the PAGA Counsel Litigation Expenses Payment of not more than $50,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

b) To the Plaintiffs: Defendant will not oppose Plaintiffs' request for enhancement payments of up to $5,000.00 for each named Plaintiff ($15,000.00 total) (i.e., Plaintiffs' Enhancement Payments) for serving as the representative plaintiffs in the Actions. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount (although Plaintiffs may appeal an order granting less than the full amount sought for the Plaintiffs' Enhancement Payments). Defendant, via the Administrator, will report this payment on IRS Form 1099 issued to Plaintiffs.

c) To the Administrator: An Administration Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment less than $5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

d) To the LWDA and Aggrieved Employees: After these deductions have been made from the Gross Settlement Amount, the remaining Net Settlement Amount shall be allocated and distributed as follows: 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments.

(1) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

B. SETTLEMENT FUNDING AND PAYMENTS

1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 374 Aggrieved Employees who worked a total 11,120 Pay Periods.

2. Aggrieved Employee Data. Within 15 days of court approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to

immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

3. Funding of Gross Settlement Amount. Within thirty (30) days of the Effective Date, Defendant shall fund half of the Gross Settlement Amount (i.e., $310,000.00) by transmitting the funds to the Administrator (hereinafter, "First Installment). Six (6) months after Defendant's funding of the First Installment, Defendant shall fund the second half of the Gross Settlement Amount (i.e., $310,000.00) by transmitting the funds to the Administrator (hereinafter, "Second Installment").

4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount (after payment of both the First Installment and the Second Installment), the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Enhancement Payments, the Administration Expenses Payment, the PAGA Counsel Fees and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

a) The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, with a cover letter ("Cover Letter"), attached hereto as **Exhibit A**. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

b) The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

c) For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

d) The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

C. **RELEASES OF CLAIMS**. Upon the Effective Date and only once Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs and their respective representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all civil penalties per Labor Code 2698 et seq (PAGA) for claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative

Complaints and PAGA Notices ("Plaintiffs' Release"). The Plaintiffs' 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 the 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 agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

a) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of the Plaintiffs' Release, Plaintiffs, subject to the terms of separately executed individual settlement agreements, 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.

2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to 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 PAGA Claims.

3. Release by PAGA Counsel: Except as provided in this Agreement, PAGA Counsel release the Released Parties from all claims for attorneys' fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Operative Complaints and the PAGA Notices.

D. **STIPULATION, MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiffs shall be responsible for drafting and filing a motion for approval of the Settlement.

1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defendant's Counsel for its review and comment all documents necessary for obtaining approval of the Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel, or Defendant's Counsel; (iii) a signed declaration from PAGA Counsels' firms attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

2. Responsibilities of Plaintiffs. Plaintiffs are responsible for expeditiously finalizing and filing the motion for approval of the Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Approval Order to the Administrator

3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material

change to this Agreement, PAGA Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

E. **SETTLEMENT ADMINISTRATION**

1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

F. **AGGRIEVED EMPLOYEE SIZE ESTIMATES**

1. Based on its records, Defendant estimates that, as of the date of this Agreement, there are 374 Aggrieved Employees who worked 11,000 Pay Periods during the PAGA period. Based on its records, Defendant estimates that 374 Aggrieved Employees worked 11,120 pay periods during the period July 28, 2022 through February 7, 2025. In the event the actual number of Pay Periods during the PAGA Period is more than 10% greater than 11,000 (i.e., if the actual number of Pay

Periods during the PAGA Period is greater than 12,100), the Gross Settlement Amount shall be increased by the same percentage above 10% that the actual number of Pay Periods exceeds 11,000 (i.e., if the actual number of Pay Periods is 12% higher than 11,000, the Gross Settlement Amount shall be increased by 2%).

G. **CONTINUING JURISDICTION OF THE COURT**

1. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of the Settlement or to declare rights and/or obligations under the Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

H. **ADDITIONAL PROVISIONS**

1. No Admission of Liability or Representative Manageability for Other

Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

3. Attorney Authorization. PAGA Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiffs 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

5. No Prior Assignments. The Parties separately represent 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 by the Party in the Settlement.

6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

10. 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.

11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12. 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.

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

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

To Counsel for Plaintiffs and Aggrieved Employees:

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Email: phaines@haineslawgroup.com; sblakely@haineslawgroup.com; jgordon@haineslawgroup.com

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: 310.622.4278
Emails: mschimmel@blackstonepc.com; jfang@blackstonepc.com; arose@blackstonepc.com; josborne@blackstonepc.com

To Defendant:

Efthalia S. Rofos
4695 MacArthur Ct., Suite 900
Newport Beach, CA 92660
Telephone: (949) 519-2080
Email: trofos@ohaganmeyer.com

Tiffany Rouhi
550 South Hope Street, Suite 2400
Los Angeles, California 90071

Telephone: 213.647.0005
Email: Trouhi@ohaganmeyer.com

15. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: Nov 3, 2025

J. Pd
Jake Parcell (Nov 3, 2025 11:21:03 PST)
JACOB PARCELL

DATED: ________________

DEMARIS MASADAS

DATED: ________________

KOA GARCES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: Dec 8, 2025

Dan Falls
Dan Falls (Dec 8, 2025 12:05:10 EST)
CALIFORNIA DINNER ENTERTAINMENT, LLC

By: Dan Falls

Its: Vice President

Telephone: 213.647.0005
Email: Trouhi@ohaganmeyer.com

15. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: ________________ ____
JACOB PARCELL

DATED: 11/06/2025 Demaris Masadas
DEMARIS MASADAS

DATED: ________________ ____
KOA GARCES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: ________________ ____
CALIFORNIA DINNER ENTERTAINMENT, LLC

By:____

Its:____

Telephone: 213.647.0005
Email: Trouhi@ohaganmeyer.com

15. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: ________________ ________________________________

JACOB PARCELL

DATED: ________________ ________________________________

DEMARIS MASADAS

DATED: 11/03/2025 Koa Garces

KOA GARCES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: ________________ ________________________________

CALIFORNIA DINNER ENTERTAINMENT, LLC

By:________________________________

Its:________________________________

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 3, 2025

HAINES LAW GROUP, APC

By: ______________________________

Paul Haines
Sean Blakely
Joel Gordon
Attorneys for Plaintiffs and the Aggrieved Employees

DATED: ________________

BLACKSTONE LAW, APC

By: ______________________________

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiffs the Aggrieved Employees

DATED: 12/17/2025

O'HAGAN MEYER LLP

By: Tiffany Rouhi

Efthalia S. Rofos
Tiffany H. Rouhi
Attorney for Defendant California Dinner Entertainment, LLC

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: ________________

HAINES LAW GROUP, APC

By: ________________________________

Paul Haines
Sean Blakely
Joel Gordon
Attorneys for Plaintiffs and the Aggrieved Employees

DATED: November 6, 2025

BLACKSTONE LAW, APC

By: ________________________________

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiffs the Aggrieved Employees

DATED: ________________

O'HAGAN MEYER LLP

By: ________________________________

Efthalia S. Rofos
Tiffany H. Rouhi
Attorney for Defendant California Dinner Entertainment, LLC

EXHIBIT A

Re: ***Demaris Masadas, et al. v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure.***
Superior Court of California Orange County; Case No. 30-2023-01354556-CU-OE-CXC

Date: __/__/2026

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Demaris Masadas, et al. v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, pending in the Superior Court of the State of California for the County of Orange (the "Action").

The Action was filed against California Dinner Entertainment, LLC dba Pirate's Dinner Adventure ("California Dinner Entertainment") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell ("Plaintiffs"), former employees of California Dinner Entertainment, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that California Dinner Entertainment violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to provide employees with itemized wage statements, and failing to pay timely final wages. California Dinner Entertainment disputes all of Plaintiffs' allegations and denies that it engaged in any of the alleged misconduct. The Court has not decided the merits of Plaintiffs' claims or California Dinner Entertainment's defenses.

The parties have reached a settlement of Plaintiffs' representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. The Gross Settlement Award in this case is in the amount of $620,000.00. After deducting fees and costs for Plaintiffs' counsel, Plaintiffs' Representative Enhancement Payments, and settlement administrator fees, the Net Settlement Amount will be $___. Per Labor Code § 2699(i), 75% of the Net Settlement Amount ($___) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% ($___) will be payable to all Aggrieved Employees, i.e., all current and former non-exempt employees who worked for California Dinner Entertainment in California between July 28, 2022 and February 7, 2025 (the "PAGA Period"). The 25% share of the Net Settlement Amount is being distributed proportionally based on the number of pay periods that you worked for California Dinner Entertainment in California during the PAGA Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller's Office Unclaimed Property Division in your name. If you are still employed by California Dinner Entertainment, your decision to cash the check will not affect your employment in any way.

All Aggrieved Employees, whether or not you cash your check, will release and discharge California Dinner Entertainment and its former and current respective owners, officers, directors, partners, agents, subsidiaries, successors, assigns, executors, trustees, fiduciaries, administrators, business managers, and attorneys (the "Released Parties") from all PAGA claims for civil penalties alleged in the Operative Complaint and PAGA Notices, which occurred during the PAGA Period (the "Released PAGA Claims"). The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-___-____.

EXHIBIT 2

September 20, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jacob Parcell v. California Dinner Entertainment*

To Whom It May Concern:

Please be advised that this law firm represents Jacob Parcell ("Mr. Parcell") in claims arising from his employment with California Dinner Entertainment, LLC; and Does 1 through 100 (collectively "California Dinner Entertainment"). Mr. Parcell is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to California Dinner Entertainment's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of California Dinner Entertainment's non-exempt employees who worked for California Dinner Entertainment in California during the one year immediately preceding the date of this letter through the present.

California Dinner Entertainment operates a pirate-themed dinner theater. California Dinner Entertainment employed Mr. Parcell in the non-exempt job position of "Performer" (or similarly titled position) in Buena Park, California, playing roles in the live show, assisting with set up and break down of the stage, moving props, and interacting with audience members. Mr. Parcell has been employed by California Dinner Entertainment from approximately September 14, 2021 to the present.

Throughout his employment, California Dinner Entertainment paid Mr. Parcell and other aggrieved employees on a piece-rate basis for each show in which they performed. Although California Dinner Entertainment paid a rate for non-show days for rehearsal and marketing, California Dinner Entertainment failed to pay Mr. Parcell and other aggrieved employees who were compensated on a piece-rate basis for so-called "non-productive" time (i.e. hours on shows days when Mr. Parcell and other aggrieved employees were working on but not performing in a show). Mr. Parcell and other aggrieved employees always clocked in and out during show days for a number of hours that far exceeded the length of each show. Under California Dinner Entertainment's piece-rate compensation system, Mr. Parcell and other aggrieved employees were not separately compensated for any non-productive time (i.e. time working but not performing the show) spent on days when they were being compensated only on a piece-rate basis. As a result of these practices, California Dinner Entertainment did not pay Mr. Parcell and other aggrieved performers for all hours worked at the minimum wage when they were being compensated on a piece-rate basis, as California Dinner Entertainment failed to pay for non-productive hours.

Additionally, Mr. Parcell and other aggrieved employees often worked in excess of 8.0 hours per day and/or 40.0 hours per week. However, California Dinner Entertainment failed to properly calculate Mr. Parcell's and other aggrieved employees' overtime rate because the overtime rate did not properly incorporate Mr. Parcell's and other aggrieved employees' piece-rate earnings. Because California Dinner Entertainment failed to properly calculate their regular rate of pay, Mr. Parcell and other aggrieved employees were deprived of overtime compensation. Further, as a result of California Dinner Entertainment's failure to record all of the hours they worked, Mr. Parcell and other aggrieved employees did not receive all overtime compensation to which they were entitled.

California Dinner Entertainment also failed to provide Mr. Parcell and other aggrieved employees with legally-compliant meal periods of at least 30 minutes commencing before the conclusion of the fifth hour of work, and/or a second meal period when they worked shifts in excess of 10.0 hours. Mr. Parcell and other aggrieved performers often missed meal periods altogether, and/or took meal periods that were short (less than 30 minutes) and/or late (commencing after 5.0 hours of work). Moreover, California Dinner Entertainment failed to relieve Mr. Parcell and other aggrieved employees of all work duties during meal periods and required Mr. Parcell and other aggrieved employees to enter into on-duty meal period agreements because the nature of Mr. Parcell's work precluded lawful rest periods. On those occasions when Mr. Parcell and other aggrieved employees were not provided with all the legally-compliant meal periods to which they were entitled, California Dinner Entertainment failed to compensate Mr. Parcell and other aggrieved employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7, paid at the regular rates of pay.

While working on a commission and/or piece rate basis, Mr. Parcell and other aggrieved employees worked shifts in excess of 3.5 hours. However, California Dinner Entertainment failed to authorize and permit Mr. Parcell and other aggrieved employees from taking a rest period for every 4.0-hour period worked, or major fraction thereof. As a result, California Dinner Entertainment failed to compensate Mr. Parcell and other aggrieved employees for rest periods as required by Wage Order 10, §12(A) and Labor Code section 226.2. Nor have California Dinner Entertainment compensated Mr. Parcell and other aggrieved employees pursuant to Labor Code section 226.7 for California Dinner Entertainment's failure to provide "paid" rest periods. On those occasions that California Dinner Entertainment did pay for a rest period pursuant to 226.7, Mr. Parcell and other aggrieved performers were not paid for the rest period at the regular rate of pay, reflecting the actual hours worked by Mr. Parcell and other aggrieved employees on show days.

As a result of California Dinner Entertainment's failure to pay all wages and meal and rest period premium wages, California Dinner Entertainment maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Parcell and other aggrieved employees.

As described above, California Dinner Entertainment committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 10 ("Wage Order 10"):

Minimum Wage Violations

California Dinner Entertainment was required to pay Mr. Parcell and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 10, § 4. As alleged above, California Dinner Entertainment failed to conform its pay practices to the requirements of the law by failing to pay Mr. Parcell and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of California Dinner Entertainment and/or suffered or permitted to work under the California Labor Code and Wage Order 10. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Parcell and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

California Dinner Entertainment was required to pay Mr. Parcell and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 10, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, California Dinner Entertainment caused Mr. Parcell and other aggrieved employees to work overtime hours but did not compensate Plaintiff or members of the Overtime Class at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Parcell and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, California Dinner Entertainment failed to provide Mr. Parcell and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 10, § 11. As a result, Mr. Parcell and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, California Dinner Entertainment also failed to authorize and permit Mr. Parcell and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 10, § 12. As a result, Mr. Parcell and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

California Dinner Entertainment was required to furnish Mr. Parcell and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 10, § 7. As a result of California Dinner Entertainment's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, California Dinner Entertainment maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Parcell and other aggrieved employees in violation of Labor Code § 226. California Dinner Entertainment's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Parcell and other aggrieved employees have suffered injury as a result.

As an "aggrieved employee," Mr. Parcell will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Parcell's own investigation, and on information and belief, California Dinner Entertainment committed and continues to commit the following Labor Code violations:

a. California Dinner Entertainment violated Labor Code §§ 226.2, 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Parcell and other aggrieved employees the statutory minimum wage for all hours worked;

b. California Dinner Entertainment violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Parcell and other aggrieved employees all overtime compensation earned;

c. California Dinner Entertainment violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Parcell and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. California Dinner Entertainment violated Labor Code §§ 226.2, 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Parcell and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Parcell and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations.

e. California Dinner Entertainment violated Labor Code § 226 by failing to furnish Mr. Parcell and other aggrieved employees with accurate and compliant itemized wage statements;

f. California Dinner Entertainment violated Labor Code § 204 by failing to pay Mr. Parcell and other aggrieved employees all wages earned at least twice during each calendar month; and

g. California Dinner Entertainment violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Parcell and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and California Dinner Entertainment if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Paul K. Haines

cc: California Dinner Entertainment, LLC, d/b/a Pirates Dinner Adventure (via certified mail)

PROOF OF ACCEPTANCE
(ELECTRONIC)

PRODUCED DATE: 09/22/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:
    9214 8901 9403 8331 1180 49

Our records indicate that this item was accepted by the USPS at:
    SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 09/21/2023

ORIGINAL INTENDED RECIPIENT:
    CALIFORNIA DINNER ENTERTAINMENT LLC
    C/O: DAN FALLS
    7600 BEACH BLVD
    BUENA PARK CA 90620-1838

The above information represents information provided by the United States Postal Service.

UNITED STATES
POSTAL SERVICE

Mailer: Haines Law Group

Date Produced: 09/26/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8331 1180 49. Our records indicate that this item was delivered on 09/25/2023 at 11:08 a.m. in BUENA PARK, CA 90620. The scanned image of the recipient information is provided below.

Signature of Recipient :

J. DURAN

Address of Recipient :

7600 BEACH
BLVD

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file
as shown below:

CALIFORNIA DINNER ENTERTAINMENT LLC
C/O: DAN FALLS
7600 BEACH BLVD
BUENA PARK CA 90620-1838

Customer Reference Number: C4483248.26797827

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

January 6, 2026

Jacob Parcell

Additional Charges :

			Qty/Price	Amount
9/21/2023	IDLC	Filing fee for: LWDA Order #: ORD-000252753	1 75.00	75.00
	IDLC	One Legal's filing fee for: Jury Fees. Order #: 21257761	1 150.00	150.00
	IDLC	One Legal's filing fee for: Complaint, Civil case cover sheet, Summons issued and filed. Order #: 21257761	1 1,497.41	1,497.41
9/25/2023	IDLC	One Legal's filing fee for: Peremptory challenge pursuit to 170.6 CCP Order #: 21280295	1 15.65	15.65
9/30/2023	ALL	Postage for September, 2023.	1 14.60	14.60
	ALL	Copying cost for September, 2023.	28 0.25	7.00
10/3/2023	IDLC	First Legal's service fee for: Summons and complaint Process - Branch 3 days Order #: 5464260 Base charge + PDF/Ship + Fuel charge	1 134.99	134.99
10/12/2023	IDLC	One Legal's Filing fee for: Proof of service of 30-day summons and complaint - substitute Order #: 21407117	1 15.65	15.65
12/5/2023	IDLC	One Legal's filing fee for: Amended complaint Order #: 21707419	1 19.77	19.77
2/15/2024	ALL	One Legal's filing fee for: Stipulation and order, proposed stipulation and order Order #: 22196758	1 38.30	38.30

			Qty/Price	Amount
3/5/2024	ALL	Jeff Ross mediation fee for June 18, 2024 mediation. Invoice #: 2628	1 12,500.00	12,500.00
3/31/2024	ALL	Copying cost for March, 2024.	2 0.25	0.50
6/17/2024	IDLC	One Legal's filing fee for: Stipulation and Order,Proposed Stipulation and Order Order #: 23110622	1 42.42	42.42
6/26/2024	ALL	Berger Consulting Group - expert fee, services rendered through 6/26/2024. Invoice #: 12129-2	1 4,342.50	4,342.50
8/21/2024	ML	One Legal's Filing fee for Proposed Stipulation and Order, Proposed Stipulation and Order Order #: 23569149	1 21.83	21.83
8/22/2024	IDLC	One Legal's filing fee for: Proposed Stipulation and Order.Proposed Stipulation and Order. Order #: 23574163	1 17.71	17.71
11/12/2024	VG	One Legal's Filing fee for: Stipulation and Order,Proposed Stipulation and Order Order #: 24091649	1 43.57	43.57
4/4/2025	ML	Orange County Court Document Purchase Fee. Confirmation Code: 07595G	1 7.50	7.50
	IO	One Legal's filing fee for: Proposed Stipulation and Order,Proposed Stipulation and Order Order #: 25071099	1 23.95	23.95
7/14/2025	IO	One Legal's filing fee for: Proposed Stipulation and Order,Proposed Stipulation and Order Order #: 25800797	1 23.95	23.95
10/2/2025	IO	One Legal's Filing fee for: Stipulation and Order,Proposed Stipulation and Order Order #: 26430329	1 45.64	45.64
11/30/2025	ML	Copying cost for November, 2025.	1 0.25	0.25
12/30/2025	AP	One Legal's Filing fee for: Stipulation and Order,Proposed Stipulation and Order Order #: 27071299	1 48.85	48.85
		Total additional charges		**$19,087.04**

	Amount
Balance due	**$19,087.04**

EXHIBIT 4

Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

DATE:	6/26/2024
INVOICE #	12129-2
FOR:	*Masadas v California Dinner Entertainment*

Bill To:
Haines Law Group

DESCRIPTION	AMOUNT
Masadas v California Dinner Entertainment (19.30 hours @ 450/hr Rate)	$ 8,685.00
Split w/ Blackstone Law, APC	$ - 4,342.50
TOTAL	**$ 4,342.50**

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

Thank you for your business.

INVOICE

EXHIBIT 5

JEFFREY A. ROSS
P.O. Box 52122,
Pacific Grove, CA 93950
(831) 402-8740
andrea@jeffrossmediation.com

Invoice 2628

BILL TO
Haines Law Group

DATE	PLEASE PAY	DUE DATE
03/04/2024	$12,500.00	03/19/2024

MATTER
Parcell v. California Dinner En

MEDIATION DATE	SERVICE		AMOUNT
06/18/2024	**Mediation**	Plaintiff's Portion	12,500.00

PLEASE NOTE:
We accept payment only by ACH through Quickbooks (you do not need to have Quickbooks to pay through the Quickbooks link on your invoice). We do not accept credit cards or paper checks.

TOTAL DUE $12,500.00

THANK YOU.

The mediation fee is non-refundable unless the mediation is cancelled or rescheduled by MAY 21, 2024.

TAX ID: [redacted]

ENTERED IN TIMESLIPS
Date: 3/5/2024
Initials: AD
Case #: 3052
Client: Parcell, Jacob

Paid w/ ~~Acct~~ ACH
3/26/24
AP.
online

intuit quickbooks.

Payment receipt

You paid $12,500.00

to JEFFREY A. ROSS on 3/26/2024

Invoice no.	2628
Invoice amount	$12,500.00
Total	$12,500.00

Status	Paid
Payment method	Bank
Authorization ID	ASKSHNHH

Thank you

JEFFREY A. ROSS

JEFFREY A. ROSS

(831) 402-8740

andrea@jeffrossmediation.com
P.O. Box 52122,, Pacific Grove, CA 93950

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819. https://www.intuit.com/legal/licenses/payment-licenses). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.