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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. **DEFINITIONS**

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. <u>CONTINUING JURISDICTION OF THE COURT</u>

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. <u>Waiver of Right to Appeal</u>. 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. **<u>ADDITIONAL PROVISIONS</u>**

1. <u>No Admission of Liability or Representative Manageability for Other</u>

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

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-___-____.