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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAMES D. GREENE, on behalf of himself
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

BLUEWATER GRILL REDONDO LP, a
California partnership; BLUEWATER
REDONDO BEACH, INC., a California
corporation; BLUEWATER SANTA
BARBARA, INC., a California
corporation; BLUEWATER SANTA
BARBARA, LP, a California Partnership;
BLUEWATER TEMECULA, INC., a
California corporation; BLUEWATER
TEMECULA, LP, a California
partnership; BLUEWATER AVALON,
INC., a California Corporation;
BLUEWATER AVALON, LP, a
California partnership; BLUEWATER
CARLSBAD, INC., a California
corporation; BLUEWATER
CARLSBAD, LP, a California

Case No. 24STCV00295

Assigned for All Purposes To:
Hon. Tony L. Richardson
Dept.: 39

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

[filed concurrently with Plaintiff's Notice of
Motion and Motion; Plaintiff's Declaration; and
[Proposed] Order]

Date: September 25, 2025
Time: 8:30 a.m.
Dept.: 39

partnership; BLUEWATER
CORONADO, INC., a California
corporation; BLUEWATER
CORONADO, LP, a California
partnership; BLUEWATER PHOENIX,
INC., a California corporation;
BLUEWATER PHOENIX, LP, a
California partnership; BLUE WATER
NEWPORT BEACH, INC., a California
corporation; BLUEWATER GRILL, an
entity of unknown form; AVALON, an
entity of unknown form; BOATHOUSE,
an entity of unknown form; EL
GALLEON, an entity of unknown form
and DOES 1 through 50, inclusive,

Defendants.

1 causes of action alleged.

2 5. After initiating the Action, the Parties met and conferred regarding the allegations in the
3 Operative Complaint and PAGA Notice. After much consideration, the Parties agreed to try and
4 resolve the matter through mediation.

5 6. Prior to mediation, Plaintiff conducted comprehensive informal discovery and
6 Defendants provided data and numbers and documents, including a sampling of payroll and
7 timekeeping records and wage statements relating to Plaintiff and Aggrieved Employees,
8 documents containing Defendants' wage and hour policies, practices and procedures, and
9 summaries of data pertaining to the number of employees allegedly affected by Defendant's wage
10 and hour policies, practices and procedures. The information and data exchanged by Plaintiff and
11 Defendants prior to and during mediation and settlement negotiations covered approximately 195
12 Aggrieved Employees (representing approximately 20% of 975 Aggrieved Employees) and were
13 sufficient to reliably assess the merits of the Parties' respective positions, to compromise the issues
14 on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the
15 Aggrieved Employees that took into consideration the strength of the PAGA claims.

16 **SETTLEMENT NEGOTIATIONS AND TERMS**

17 7. On October 1, 2024, the parties attended an all-day mediation with Michael Dickstein.
18 With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general
19 terms for settling this Action that were first memorialized in a Memorandum of Understanding and
20 thereafter in the long-form PAGA Settlement Agreement now before the Court for approval.

21 8. The Parties believe and agree that the Settlement provides for a fair, adequate, and
22 reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length
23 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
24 the Settlement confers real benefits upon the State and Aggrieved Employees and that an
25 independent review of the Settlement by the Court in the approval process will confirm this
26 conclusion.

27 9. For purposes of the Settlement, Aggrieved Employees are defined as: "any individual
28 who was employed as a non-exempt hourly employee of Defendants within the state of California

1 during the PAGA Period,” which is “the period from October 26, 2022, through December 30,
2 2024.” Based on its records, Defendants estimate that there are approximately 975 Aggrieved
3 Employees who worked a total of 20,620 PAGA Pay periods during the PAGA Period as of the
4 date of mediation.

5 10. The Settlement Agreement requires Defendants to pay a maximum, non-revisionary
6 settlement amount of \$625,000.00 in full and final settlement of all claims alleged in the Action
7 (the “Gross Settlement Amount”). The Gross Settlement Amount will be allocated as follows,
8 pending Court approval:

- 9 a) Attorneys’ fees of one-third of the Gross Settlement Amount, which is currently
10 estimated to be \$208,333.33 (“PAGA Counsel Fees”), and litigation costs of
11 \$25,625.70 (“PAGA Counsel Costs”);
- 12 b) Administration costs of no more than \$6,256.00 to be paid to the Administrator
13 (“Administration Costs”), Simpluris, Inc. (“Simpluris” or (“Administrator”), for
14 sending notices and for calculating settlement shares and preparing all checks
15 and mailings;
- 16 c) An enhancement award payment of \$5,000.00 to be paid to Plaintiff; and
- 17 d) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
18 after deducting the above costs is approximately \$379,784.97 and shall be
19 designated as PAGA Penalties Payment to be allocated between the LWDA and
20 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
21 (\$284,838.73) being paid to the LWDA (the “LWDA PAGA Payment”) and
22 25% (\$94,946.24) being paid to the Aggrieved Employees on a pro-rata basis
23 (“Individual PAGA Payment”). The estimated average Individual PAGA
24 Payment to each Aggrieved Employee is \$97.38.

25 11. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
26 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,
27 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
28 taking into consideration the amounts received in other PAGA actions, the risks inherent in

1 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the
2 settlement award he or she will receive. Further, and based on the settlement negotiations, which
3 were extensive and conducted in good faith and at arm's length between attorneys with substantial
4 experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement
5 process in which the parties were forced to make significant compromises in the interest of reaching
6 a full and complete settlement of the lawsuit.

7 **THE STRENGTH OF PLAINTIFF'S CASE**
8 **IN LIGHT OF THE SETTLEMENT AMOUNT**

9 12. Plaintiff alleges that Defendants violated various provisions of California law and seeks
10 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
11 § 2699, specifically, Plaintiff alleged that:

- 12 • Defendants failed to pay the Aggrieved Employees proper wages and overtime for "off-
13 the-clock" work, such as "pre-shift" duties that Plaintiff and Aggrieved Employees were
14 required to conduct, at Defendants' express instruction, before clocking in.
15 Additionally, Defendants required Plaintiff and Aggrieved Employees to work after
16 clocking out.
- 17 • Defendants failed to provide the Aggrieved Employees with compliant meal periods
18 because they were frequently interrupted during meal periods, and regularly had to work
19 through their meal periods.
- 20 • Defendants failed to provide the Aggrieved Employees with compliant rest periods as
21 they frequently received interrupted, shortened, or no rest periods.
- 22 • Defendants failed to reimburse the Aggrieved Employees for business expenses,
23 including the use of their personal cell phones for work.
- 24 • Defendants failed to provide accurate wage statements, including the failure to include
25 all hours worked by the Aggrieved Employees.

26 13. Defendants denied and continue to deny all of the claims made by Plaintiff in this Action
27 and contend that they acted at all relevant times in conformance with the law. Defendants contend
28 that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Defendants

1 prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts; that
2 Defendants provided lawfully compliant meal and rest periods (and in fact provided longer breaks
3 than required by law) and that any deviations were at the voluntary election of Plaintiff and/or the
4 Aggrieved Employees and not at the request of Defendants or due to work requirements; that
5 Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that
6 Defendants' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved
7 Employees incurred reasonable business related expenses for which they were not reimbursed.
8 Defendants further contend that their above defenses are supported by their written policies
9 applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately
10 discount the amount recoverable from Defendants in a settlement.

11 **PAGA Penalties**

12 14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain
13 civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of
14 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
15 provided in the statute, those civil penalties are recoverable; where no civil penalties are
16 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
17 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
18 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
19 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
20 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
21 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
22 \$100 per violation applies in the absence of a determination that a violation actually occurred.

23 15. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
24 \$2,062,000.00, calculated by multiplying the total number of pay periods (20,620) by \$100 per
25 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
26 one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in his damages
27 calculation).

28 16. Case law supports the notion that it is inappropriate to "stack" penalties for multiple

1 violations, particularly when those violations all stem from the same alleged “injury” *Aguirre v.*
2 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
3 Cal.App.4th 562, 577 (2010)). (“One injury gives rise to only one claim for relief...The violation
4 of one primary right constitutes a single cause of action.”; *Crowley v. Katleman*, 8 Cal. 4th 666,
5 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
6 (“There is no authority that “would permit double recovery of essentially the same penalties.”)

7 17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
8 “a court may award a lesser amount than the maximum civil penalty amount specified by this part
9 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
10 award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012)
11 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
12 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
13 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
14 minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No.
15 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),
16 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien,*
17 *Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
18 \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$625,000.00 Gross
19 Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be
20 and why the Court may reduce any eventual recovery at its discretion, including Defendants’
21 defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on
22 those considerations, Plaintiff applied a discount of 60% to the maximum potential exposure (which
23 equates to \$40 penalty per pay period) to get a realistic potential exposure of \$824,800.00 (20,620
24 pay periods x \$40 penalty per pay period).

25 18. The Gross Settlement Amount of \$625,000.00 is approximately 75% of the realistic
26 potential exposure of \$824,800.00. PAGA Counsel submits that this is an excellent result for the
27 State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks
28 and delays posed by further litigation.

1 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
2 recover is our money, and then only if we are substantially successful; if we are not, all or part of
3 this “investment” can be lost.

4 23. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
5 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
6 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
7 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
8 certain scenarios that exceeds one-third of the recovery. PAGA Counsel’s recent attorneys’ fees
9 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

10 24. PAGA counsel in contingency-fee cases have received attorneys’ fees up to 40% of the
11 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.
12 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-
13 exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County Super. Ct., Case No. 657778),
14 the Honorable Donald E. Smallwood awarded attorneys’ fees in the amount of 38%; in *Abzug v.*
15 *Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William
16 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
17 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
18 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
19 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
20 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
21 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
22 to plaintiffs’ counsel in wage-and-hour class actions that had not proceeded to the class-certification
23 stage.

24 25. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
25 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
26 pay records, employment handbooks, Plaintiff’s personnel file, relevant policies and other
27 documentation, researched the applicable law and potential defenses, constructed damage models
28 based on interpretations of California law, reviewed information provided by Defendants at the

1 mediation, engaged in meet and confer efforts with Defendants, drafted and revised the settlement
2 agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at
3 least 139.2 hours of attorney time in this matter. As a Senior Attorney, my current billing rate is
4 \$1,045.00 (17 years out of law school, Laffey Matrix rate of \$948.00), and I spent approximately
5 11 hours in this matter with a lodestar amount of \$13,750.00. Managing Attorney David
6 Yeremian's current billing rate is \$1,375.00 (22 years out of law school, Laffey Matrix rate of
7 \$1,141.00), and he spent approximately 10 hours in this matter with a lodestar amount of
8 \$13,750.00. Senior Attorney David Keledjian's current billing rate is \$925.00 (9 years out of law
9 school, Laffey Matrix rate of \$839.00), and he spent approximately 31.4 hours in this matter with
10 a lodestar amount of \$29,045.00. Associate Attorney David Arakelyan's current billing rate is
11 \$585.00 (4 years out of law school, Laffey Matrix rate of \$581.00), and he spent approximately 34
12 hours in this matter with a lodestar amount of \$19,890.00. Associate Attorney Kevin Burns's
13 current billing rate is \$475.00 (2 years out of law school, Laffey Matrix rate of \$473.00), and he
14 spent approximately 9.6 hours on this matter with a lodestar amount of \$4,560.00. Associate
15 Attorney Norayr Zakaryan's current billing rate is \$475.00 (1 year out of law school, Laffey Matrix
16 rate of \$473.00), and he spent approximately 43.2 hours on this matter with a lodestar amount of
17 \$20,520.00. The total lodestar for PAGA Counsel is \$99,260.00. PAGA Counsel requests a fee of
18 \$208,333.33, which requires a **multiplier of 2.09**. Class Multipliers routinely range from 3 to 5,
19 and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson*
20 *v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of
21 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming
22 multiplier of 12, and expressly rejecting the argument that fee was either exorbitant or
23 unconscionable). The fee request of \$208,000.00 results in a modest multiplier of approximately
24 3.05, which further evidences the reasonableness of the request.

25 26. In light of the foregoing, the fee request in an amount equal to one-third of the settlement
26 in this case is well within the bounds that have been established by the above-cited authority.

27 **EXPERIENCE AND VIEWS OF COUNSEL**

28 27. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,

1 including class actions and PAGA actions on behalf of employees and others who have had their
2 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
3 counsel of record in numerous wage and hour and employment class action and PAGA action cases
4 pending in both state and federal court.

5 28. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
6 counsel and represent Plaintiffs and the Allegedly Aggrieved Employees in this action. Our practice
7 is exclusively focused on employment matters and representing plaintiffs in wage and hour actions
8 with the same or similar causes of actions brought forth in the matter pending before this Court.

9 29. D.Law has litigated and successfully resolved many wage and hour class action cases
10 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
11 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
12 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
13 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
14 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
15 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
16 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
17 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
18 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
19 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
20 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
21 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
22 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
23 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
24 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
25 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
26 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
27 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
28 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),

1 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
2 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
3 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
4 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
5 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
6 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
7 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
8 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
9 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
10 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
11 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
12 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
13 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
14 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
15 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
16 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
17 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
18 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
19 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
20 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo
21 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
22 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.
23 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
24 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
25 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
26 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
27 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
28 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

1 30. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
2 department. I was admitted to the California Bar in December 2008. I received my J.D. from
3 Pepperdine University School of Law and B.S. from University of Southern California. Since
4 graduating from law school, I have dedicated virtually my entire career on the practice of
5 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
6 an in-house position. I have significant experience specifically working on wage and hour class
7 actions from the plaintiff's side as well as the defense side, with the majority of my experience
8 coming from the plaintiff's side.

9 31. The collective experience of the D.Law attorneys in litigating employment wage and
10 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
11 of a case, and generally negotiating fair and reasonable class and representative action settlements.
12 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
13 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
14 settled on better terms than provided under the present settlement agreement given the financial
15 limitations of Defendants.

16 32. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
17 and are adequate to represent the Allegedly Aggrieved Employees in the instant action.

18 **PLAINTIFF'S ENHANCEMENT AWARD PAYMENT IS FAIR AND REASONABLE**

19 33. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in
20 bringing and helping to prosecute this action. Plaintiff initiated this litigation on behalf of State of
21 California and Aggrieved Employees who will now be entitled to receive payment from the
22 Agreement. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of
23 California and undertook the responsibilities of serving in representative capacity. Plaintiff spent
24 significant time better apprising himself of his rights, deciding whether remedial action should be
25 taken, how it should be taken, searching for attorneys, and contacting PAGA Counsel, who spent
26 many hours with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate
27 not only his own rights but also those of co-workers by filing a class action lawsuit.

28 34. Both before and after the filing of this lawsuit, Plaintiff conferred with PAGA Counsel

1 on to discuss every aspect of his case. Plaintiff provided PAGA Counsel with information about
2 Defendants and about the industry generally, produced and reviewed documents, identified
3 witnesses, consulted with PAGA Counsel regarding litigation strategy, participated in the
4 mediation process, monitored the progress of the litigation with PAGA Counsel, and reviewed and
5 signed the Settlement Agreement.

6 35. In light of the foregoing, PAGA Counsel believes that Plaintiff's Enhancement Award
7 payment of \$5,000.00 is fair and reasonable.

8 **SUMMARY**

9 36. The parties agreed to use Simpluris as the third-party settlement administrator in this
10 case. Simpluris will be responsible for updating the addresses for the Aggrieved Employees,
11 mailing the Notice of PAGA Settlement and Release of Claims ("Notice of Settlement") and
12 calculating and distributing the settlement checks, among other duties. Simpluris capped its fees at
13 \$6,256.00 for administering the Settlement, and based on PAGA Counsel's experience in other
14 class and PAGA settlements, Simpluris's costs for administering this Settlement are fair and
15 reasonable. The Notice of Settlement is attached hereto as **Exhibit 4**.

16 37. On August 20th, 2025, my office submitted the proposed Settlement and this Motion to
17 the LWDA. Attached hereto as **Exhibit 5** is a true and correct copy of the confirmatory email my
18 office received from the LWDA after submission of the Settlement and Motion.

19 38. I am not aware of any class or other representative action against Defendants in any
20 other court that asserts claims similar to those alleged in the action being settled.

21 39. I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed this 20th day of August, 2025, at Glendale, California.

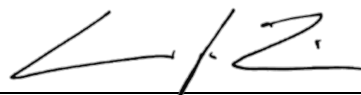
24 
25 _____
26 Enoch J. Kim
27
28

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff JAMES D. GREENE (“Plaintiff”) and Defendants BLUEWATER GRILL REDONDO LP; BLUEWATER REDONDO BEACH, INC.; BLUEWATER SANTA BARBARA, INC.; BLUEWATER SANTA BARBARA, LP; BLUEWATER TEMECULA, INC.; BLUEWATER TEMECULA, LP; BLUEWATER AVALON, INC.; BLUEWATER AVALON, LP; BLUEWATER CARLSBAD, INC.; BLUEWATER CARLSBAD, LP; BLUEWATER CORONADO, INC.; BLUEWATER CORONADO, LP; BLUEWATER PHOENIX, INC.; BLUEWATER PHOENIX, LP; and BLUE WATER NEWPORT BEACH, INC. (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *James D. Greene v. Bluewater Grill Redondo LP, et al.* initiated on January 4, 2024, in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV00295. Plaintiff also filed a Demand for Arbitration for his individual wage-and-hour claims on December 19, 2023, with the American Arbitration Association (“AAA”) and the matter was assigned Case No. 01-23-0005-8735.

1.2 “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid of Six Thousand Two Hundred and Fifty-Six Dollars and Zero Cents (\$6,256.00) submitted to the Court in connection with approval of this Settlement. The “not to exceed” bid of \$6,256.00 for administration is fair since it is the least costly alternative among the additional bids provided by two other potential administrators.

1.4 “Aggrieved Employee” means any individual who was employed as a non-exempt hourly employee of Defendants within the state of California during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 “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.

1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 “Court” means the Superior Court of California, County of Los Angeles.

1.9 “Defense Counsel” means Katherine Hren and Janet S. Soultanian of BALLARD ROSENBERG GOLPER & SAVITT, LLP.

1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.

1.11 “Gross Settlement Amount” means Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. 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, Plaintiff’s Enhancement Award Payment, and the Administrator’s Expenses Payment.

1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s enhancement award payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 25% to Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA.

1.17 “PAGA Counsel” means David Yeremian, David Keledjian, Enoch J. Kim, David Arakelyan, and Norayr Zakaryan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.18 “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 Action.

1.19 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. Pay Periods shall be defined

using timekeeping and/or payroll data to determine the actual number of pay periods during which an Aggrieved Employee worked at least one hour.

1.20 “PAGA Period” means the period from October 26, 2022, through December 30, 2024.

1.21 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22 “PAGA Notice” means Plaintiff’s October 26, 2023, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case No. LWDA-CM-990123-23).

1.23 “PAGA Penalties” means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24 “Plaintiff” means JAMES D. GREENE, the named plaintiff in the Action.

1.25 “Plaintiff’s Enhancement Award Payment” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27 “Released Parties” means Defendants and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On January 4, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for Civil Penalties under Labor Code section 2698, *et seq.* The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Prior to the filing of the operative Complaint, and pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on October 26, 2023.

2.3 On October 1, 2024, the Parties participated in a full-day mediation presided over by Michael Dickstein, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, the relevant policies, procedures, and data from Defendants.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$208,333.33, and PAGA Counsel Litigation Expenses Payment for actual and reasonable expenses incurred, which is currently estimated not to exceed \$30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. 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 Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Plaintiff: An enhancement award payment not to exceed \$5,000.00 to Plaintiff, subject to Court approval. This payment will be in addition to any Individual PAGA Payment to the named Plaintiff is entitled to receive. Defendants will not oppose Plaintiff's request for an Enhancement Award Payment that does not exceed this amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,256.00 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than \$6,256.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$375,410.67 to be paid from the Gross Settlement Amount, with 75% (\$281,558.00) allocated to the LWDA PAGA Payment and 25% (\$93,852.67) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$93,852.67) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Defendants estimate that as of October 1, 2024, there were 975 Aggrieved Employees who worked a total of 20,620 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this 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. Defendants have 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 Defendants 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.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 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. 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned 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 remailed 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.

4.4.3 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.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants 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.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Plaintiff and Aggrieved Employees: All Aggrieved Employees, including Plaintiff, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and §§ 3, 11 and 12 of the applicable Industrial Welfare Commission Wage Order.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (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 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm 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 Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a draft of the parties' Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense 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 Parties are unable to resolve those differences, they will appeal to the mediator, Michael Dickstein, and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris Inc. ("Simpluris") to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

7.2 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.

7.3 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.

7.4 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate that, as of October 1, 2024, there were 975 Aggrieved Employees who worked 20,620 Pay Periods for Defendants in California during the PAGA Period. If the actual number of Pay Periods was more than 10.0% greater than the 20,620 (or 22,682) as of October 1, 2024, then Defendants shall have the choice of (i) increasing the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Pay Periods during the PAGA Period, Defendants agree to increase the Gross Settlement Amount by 1%); or (2) electing to end the PAGA Period on the date that the number of Pay Periods reaches 22,682 Pay Periods (20,620 Pay Periods + 2,062 Pay Periods).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action 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.

9.1 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, 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.

10. ADDITIONAL PROVISIONS.

10.1 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants’ defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

10.4 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 Settlement 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 a mediator and/or the Court for resolution.

10.5 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 this Settlement.

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

10.7 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.

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

10.9 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.

10.10 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.

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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 Plaintiff:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
Enoch J. Kim
e.kim@d.law
David Arakelyan
d.arakelyan@d.law
Norayr Zakaryan
n.zakaryan@d.law
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendants:

Katherine A. Hren
khren@brgslaw.com
Janet S. Soultanian
jsoultanian@brgslaw.com
BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Blvd., 18th Floor
Encino, CA 91436

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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THE PARTIES' SIGNATURES APPEAR ON THE NEXT PAGE.]

AGREED AS TO FORM AND CONTENT:

Date: 7/4/2025

For Plaintiff JAMES D. GREENE

Signed by:

28BFC1C3319842D...
James D. Greene

For Defendants BLUEWATER GRILL
REDONDO LP, BLUEWATER
REDONDO BEACH, INC., BLUEWATER
SANTA BARABARA, INC.,
BLUEWATER SANTA BARBARA, LP,
BLUEWATER TEMECULA, INC.,
BLUEWATER TEMECULA, LP,
BLUEWATER AVALON, INC.,
BLUEWATER AVALON, LP,
BLUEWATER CARLSBAD, INC.,
BLUEWATER CARLSBAD, LP,
BLUEWATER CORONADO, INC.,
BLUEWATER CORONADO, LP,

BLUEWATER PHOENIX, INC.,
BLUEWATER PHOENIX, LP, and BLUE
WATER NEWPORT BEACH, INC.

Date: 8/18/25


Name: RICHARD STAUNTON

Title: PRESIDENT

APPROVED AS TO FORM:

Date: 7/7/25

D.LAW, INC.


David Yeremian, Esq.
David Keledjian, Esq.
David Arakelyan, Esq.
Enoch J. Kim, Esq.
Norayr Zakaryan, Esq.
Attorneys for Plaintiff

BALLARD ROSENBERG GOLPER &
SAVITT, LLP

Date: 8/18/25


Katherine Hren, Esq.
Janet S. Soultanian, Esq.
Attorneys for Defendants

EXHIBIT 2

October 26, 2023

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Bluewater Grill Redondo, LP

665 N Harbor Drive
Redondo Beach, CA 90277
Certified Mail Tracking Number: 9414 8112 0620 4825 1113 16

Bluewater Grill Redondo, LP

Richard Staunton, Agent for Service of Process
665 N Harbor Drive
Redondo Beach, CA 90277
Certified Mail Tracking Number: 9414 8112 0620 4825 1176 39

Bluewater Redondo Beach, Inc.

665 N Harbor Drive
Redondo Beach, CA 90277
Certified Mail Tracking Number: 9414 8112 0620 4825 1146 90

Bluewater Redondo Beach, Inc.

Richard Staunton, Agent for Service of Process
665 N Harbor Drive
Redondo Beach, CA 90277
Certified Mail Tracking Number: 9414 8112 0620 4825 1317 27

Bluewater Santa Barbara, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 1355 34

Bluewater Santa Barbara, Inc.

Richard Staunton, Agent for Service of Process
630 Lido Park Drive
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Certified Mail Tracking Number: 9414 8112 0620 4825 1394 95

Bluewater Santa Barbara, LP

630 Lido Park Drive
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Certified Mail Tracking Number: 9414 8112 0620 4825 7092 54



Bluewater Santa Barbara, LP

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630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7843 50

Blue Water Newport Beach, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7622 28

Blue Water Newport Beach, Inc.

Richard Staunton, Agent for Service of Process
630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7642 77

Bluewater Temecula, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7229 49

Bluewater Temecula, Inc.

Richard Staunton, Agent for Service of Process
630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7235 33

Bluewater Temecula, LP

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7912 73

Bluewater Temecula, LP

Richard Staunton, Agent for Service of Process
630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7984 18

Bluewater Avalon, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7995 07

Bluewater Avalon, Inc.

James Ulcickas, Agent for Service of Process
630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7762 01



Bluewater Avalon, LP

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7156 13

Bluewater Avalon, LP

Richard Staunton, Agent for Service of Process
630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7137 25

Bluewater Carlsbad, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7361 13

Bluewater Carlsbad, Inc.

James Ulcickas, Agent for Service of Process
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Certified Mail Tracking Number: 9414 8112 0620 4825 7383 22

Bluewater Carlsbad, LP

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7359 70

Bluewater Carlsbad, LP

Richard Staunton, Agent for Service of Process
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Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 7339 69

Bluewater Coronado, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 5846 15

Bluewater Coronado, Inc.

Richard Staunton, Agent for Service of Process
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Certified Mail Tracking Number: 9414 8112 0620 4825 5617 46

Bluewater Coronado, LP

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 5203 23

**Bluewater Coronado, LP**

Richard Staunton, Agent for Service of Process
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Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 5964 89

Bluewater Phoenix, Inc.

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 5956 80

Bluewater Phoenix, Inc.

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Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 3821 36

Bluewater Phoenix, LP

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Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 3674 23

Bluewater Phoenix, LP

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17297 Los Morros
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Certified Mail Tracking Number: 9414 8112 0620 4825 3573 87

Bluewater Grill

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 3278 47

Avalon

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 3246 00

Boathouse

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 3918 55

El Galleon

630 Lido Park Drive
Newport Beach, CA 92663
Certified Mail Tracking Number: 9414 8112 0620 4825 3988 85



LWDA Case No.: LWDA-CM-990123-23

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*James D Greene v. Bluewater Grill Redondo LP, et al.***

Gentlepersons:

This office represents Plaintiff James D Greene (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants Bluewater Grill Redondo LP; Bluewater Redondo Beach, Inc.; Bluewater Santa Barbara LP; Bluewater Santa Barbara, Inc.; Bluewater Temecula LP; Bluewater Temecula, Inc.; Bluewater Avalon LP; Bluewater Avalon, Inc.; Bluewater Carlsbad LP; Bluewater Carlsbad, Inc.; Bluewater Coronado LP; Bluewater Coronado, Inc.; Bluewater Phoenix LP; Bluewater Phoenix, Inc.; Blue Water Newport Beach, Inc.; Bluewater Grill; Avalon; Boathouse; El Galleon; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff an all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”).

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.



Aggrieved Employees were also consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were systemically required to arrive to work early and begin conducting work activities before clocking in, at Defendants' express instruction. Further, Defendants required Aggrieved Employees to work after clocking out, daily. Defendants also required Aggrieved Employees to report via cellphone off-the-clock. Additionally, Aggrieved Employees were required to perform work activities during unpaid meal periods. Defendants failed to track these off-the-clock hours and pay wages for them. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Aggrieved Employees were prohibited from leaving the work premises during meal periods, when such meal periods were taken. Additionally, due to understaffing, heavy workloads, as well as the pre-shift duties discussed herein, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their meal periods; and (4) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload. Defendants further failed to provide Aggrieved Employees with a second meal break for shifts longer than ten (10) hours.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring Aggrieved Employees to continue working through their rest breaks due to the excessive workload.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.



Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing.” Additionally, the wage statements issued to Aggrieved Employees were not recorded in “ink or other indelible form.”

Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff’s and Aggrieved Employees’ wage statement were only provided in electronic format in violation of Labor Code § 226.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant’s employ. Specifically, Aggrieved Employees were required to use a personal cell phone for communication regarding staffing and on the clock for work-related activities. Defendant never reimbursed Aggrieved Employees for these necessary work-related activities.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were also consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were systemically required to arrive to work early and begin conducting work activities before clocking in, at Defendants’ express instruction. Further, Defendants required Aggrieved Employees to work after clocking out, daily. Defendants also required Aggrieved Employees to report via cellphone off-the-clock. Additionally, Aggrieved Employees were required to perform work activities during unpaid meal periods. Defendants failed to track these off-the-clock hours and pay wages for them. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.



Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight



hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Aggrieved Employees were prohibited from leaving the work premises during meal periods, when such meal periods were taken. Additionally, due to understaffing, heavy workloads, as well as the pre-shift duties discussed herein, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their meal periods; and (4) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload. Defendants further failed to provide Aggrieved Employees with a second meal break for shifts longer than ten (10) hours.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each



Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring Aggrieved Employees to continue working through their rest breaks due to the excessive workload.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees were required to use a personal cell phone for communication regarding staffing and on the clock



for work-related activities. Defendant never reimbursed Aggrieved Employees for these necessary work-related activities.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code §



204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802, including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and



failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees



should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

A handwritten signature in blue ink, appearing to read 'David Yermian', is written over the printed name.

David Yermian

Cc: Bluewater Grill Redondo LP; Bluewater Redondo Beach, Inc.; Bluewater Santa Barbara LP; Bluewater Santa Barbara, Inc.; Bluewater Temecula LP; Bluewater Temecula, Inc.; Bluewater Avalon LP; Bluewater Avalon, Inc.; Bluewater Carlsbad LP; Bluewater Carlsbad, Inc.; Bluewater Coronado LP; Bluewater Coronado, Inc.; Bluewater Phoenix LP; Bluewater Phoenix, Inc.; Blue Water Newport Beach, Inc.; Bluewater Grill; Avalon; Boathouse; El Galleon; by Certified Mail

1 D.LAW, INC.
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2 emil@d.law
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9 Attorneys for Plaintiff JAMES D. GREENE

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12
13 JAMES D. GREENE, on behalf of himself and
all others similarly situated, and the general
14 public,

15 *Plaintiffs,*

16 v.

17 BLUEWATER GRILL REDONDO LP, a
California partnership; BLUEWATER
18 REDONDO BEACH, INC., a California
corporation; BLUEWATER SANTA
19 BARBARA, INC., a California corporation;
BLUEWATER SANTA BARBARA, LP, a
20 California Partnership; BLUEWATER
TEMECULA, INC., a California corporation;
21 BLUEWATER TEMECULA, LP, a California
partnership; BLUEWATER AVALON, INC.,
22 a California Corporation; BLUEWATER
AVALON, LP, a California partnership;
23 BLUEWATER CARLSBAD, INC., a
California corporation; BLUEWATER
24 CARLSBAD, LP, a California partnership;
BLUEWATER CORONADO, INC., a
25 California corporation; BLUEWATER
CORONADO, LP, a California partnership;
26 BLUEWATER PHOENIX, INC., a California
corporation; BLUEWATER PHOENIX, LP, a
27
28

Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 California partnership; BLUE WATER
2 NEWPORT BEACH, INC., a California
3 corporation; BLUEWATER GRILL, an entity
4 of unknown form; AVALON, an entity of
5 unknown form; BOATHOUSE, an entity of
6 unknown form; EL GALLEON, an entity of
7 unknown form and DOES 1 through 50,
8 inclusive,

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Defendants.

1 Plaintiffs JAMES D. GREENE (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants BLUEWATER GRILL
5 REDONDO LP, a California partnership; BLUEWATER REDONDO BEACH, INC., a California
6 corporation; BLUEWATER SANTA BARBARA, INC., a California corporation; BLUEWATER
7 SANTA BARBARA, LP, a California Partnership; BLUEWATER TEMECULA, INC., a California
8 corporation; BLUEWATER TEMECULA, LP, a California partnership; BLUEWATER AVALON,
9 INC., a California Corporation; BLUEWATER AVALON, LP, a California partnership;
10 BLUEWATER CARLSBAD, INC., a California corporation; BLUEWATER CARLSBAD, LP, a
11 California partnership; BLUEWATER CORONADO, INC., a California corporation; BLUEWATER
12 CORONADO, LP, a California partnership; BLUEWATER PHOENIX, INC., a California
13 corporation; BLUEWATER PHOENIX, LP, a California partnership; BLUE WATER NEWPORT
14 BEACH, INC., a California corporation; BLUEWATER GRILL, an entity of unknown form
15 AVALON an entity of unknown form, BOATHOUSE, an entity of unknown form; EL GALLEON
16 an entity of unknown form; and DOES 1 through 50, inclusive, (collectively referred to as
17 “Defendants”) for alleged violations of the California Labor Code and California Business and
18 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 19 a. failed to pay them overtime wages at the correct rate;
- 20 b. failed to pay them double time wages at the correct rate;
- 21 c. failed to pay them overtime and/or double time wages by failing to include all
22 applicable remuneration in calculating the regular rate of pay;
- 23 d. failed to provide them with meal periods;
- 24 e. failed to provide them with rest periods;
- 25 f. failed to pay them premium wages for missed meal and rest periods;
- 26 g. failed to provide them with accurate written wage statements;
- 27 h. failed to reimburse them with necessary business expenditures;
- 28 i. failed to pay them all of their final wages following separation of employment.

1 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover
2 unpaid wages, liquidated damages, penalties, restitution and related relief on behalf of himself, all
3 others similarly situated, and the general public.

4 **JURISDICTION AND VENUE**

5 2. This Court has subject matter jurisdiction to hear this case because the monetary
6 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
7 of the Superior Court of the State of California.

8 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
9 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
10 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
11 maintains offices, transacts business and/or has an agent therein.

12 4. Venue is proper in Los Angeles County because Defendants' have at all times alleged
13 herein, conducted business in Los Angeles County, and throughout California. As such, venue is
14 proper in any county in California.

15 **PARTIES**

16 5. Plaintiff JAMES D. GREENE is, and at all relevant times mentioned herein, an
17 individual residing in the State of California.

18 6. Plaintiff is informed and believes, and thereupon alleges that Defendant
19 BLUEWATER GRILL REDONDO LP is, and at all relevant times mentioned herein, a California
20 partnership doing business in the State of California.

21 7. Plaintiff is informed and believes, and thereupon alleges that Defendant
22 BLUEWATER REDONDO BEACH, INC. is, and at all relevant times mentioned herein, a California
23 corporation doing business in the State of California.

24 8. Plaintiff is informed and believes, and thereupon alleges that Defendant
25 BLUEWATER SANTA BARBARA, INC. is, and at all relevant times mentioned herein, a California
26 corporation doing business in the State of California.

27 9. Plaintiff is informed and believes, and thereupon alleges that Defendant
28 BLUEWATER SANTA BARBARA LP is, and at all relevant times mentioned herein, a California

1 partnership doing business in the State of California.

2 10. Plaintiff is informed and believes, and thereupon alleges that Defendant
3 BLUEWATER TEMECULA, INC. is, and at all relevant times mentioned herein, a California
4 corporation doing business in the State of California.

5 11. Plaintiff is informed and believes, and thereupon alleges that Defendant
6 BLUEWATER TEMECULA LP is, and at all relevant times mentioned herein, a California
7 partnership doing business in the State of California.

8 12. Plaintiff is informed and believes, and thereupon alleges that Defendant
9 BLUEWATER AVALON, INC. is, and at all relevant times mentioned herein, a California
10 corporation doing business in the State of California.

11 13. Plaintiff is informed and believes, and thereupon alleges that Defendant
12 BLUEWATER AVALON LP is, and at all relevant times mentioned herein, a California partnership
13 doing business in the State of California.

14 14. Plaintiff is informed and believes, and thereupon alleges that Defendant
15 BLUEWATER CARLSBAD, INC. is, and at all relevant times mentioned herein, a California
16 corporation doing business in the State of California.

17 15. Plaintiff is informed and believes, and thereupon alleges that Defendant
18 BLUEWATER CARLSBAD LP is, and at all relevant times mentioned herein, a California
19 partnership doing business in the State of California.

20 16. Plaintiff is informed and believes, and thereupon alleges that Defendant
21 BLUEWATER CORONADO, INC. is, and at all relevant times mentioned herein, a California
22 corporation doing business in the State of California.

23 17. Plaintiff is informed and believes, and thereupon alleges that Defendant
24 BLUEWATER CORONADO LP is, and at all relevant times mentioned herein, a California
25 partnership doing business in the State of California.

26 18. Plaintiff is informed and believes, and thereupon alleges that Defendant
27 BLUEWATER PHOENIX, INC. is, and at all relevant times mentioned herein, a California
28 corporation doing business in the State of California.

1 19. Plaintiff is informed and believes, and thereupon alleges that Defendant
2 BLUEWATER PHOENIX LP is, and at all relevant times mentioned herein, a California partnership
3 doing business in the State of California.

4 20. Plaintiff is informed and believes, and thereupon alleges that Defendant BLUE
5 WATER NEWPORT BEACH, INC. is, and at all relevant times mentioned herein, a California
6 corporation doing business in the State of California.

7 21. Plaintiff is informed and believes, and thereupon alleges that Defendant
8 BLUEWATER GRILL, is, and at all relevant times mentioned herein, an entity of unknown form
9 doing business in the State of California.

10 22. Plaintiff is informed and believes, and thereupon alleges that Defendant AVALON, is,
11 and at all relevant times mentioned herein, an entity of unknown form doing business in the State of
12 California.

13 23. Plaintiff is informed and believes, and thereupon alleges that Defendant
14 BOATHOUSE, is, and at all relevant times mentioned herein, an entity of unknown form doing
15 business in the State of California.

16 24. Plaintiff is informed and believes, and thereupon alleges that Defendant EL
17 GALLEON, is, and at all relevant times mentioned herein, an entity of unknown form doing business
18 in the State of California.

19 25. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
20 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
21 will amend this Complaint to allege the true names and capacities of the DOE defendants when
22 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
23 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
24 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
25 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
26 defendants when ascertained.

27 26. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
28 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,

1 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
2 or all of the other defendants, and in doing the things alleged herein, were acting within the course
3 and scope of such relationship and with the full knowledge, consent and ratification by such other
4 defendants.

5 27. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
6 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
7 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
8 and omissions alleged herein.

9 28. This action has been brought and may be maintained as a class action pursuant to Code
10 of Civil Procedure section 382 because there is a well-defined community of interest among the
11 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
12 unaware of any difficulties likely to be encountered in managing this case as a class action.

13 29. **Relevant Time Period:** The relevant time period is defined as the time period
14 beginning four years prior to the filing of this action until judgment is entered.

- 15 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
16 separately, and/or any staffing agencies and/or any other third parties in hourly or
17 non-exempt positions in California four years prior to the filing of this action and
18 ending on the date that final judgment is entered in this action (“Hourly Employee
19 Class”).
- 20 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
21 a shift in excess of five hours during the four years prior to the filing of this action
22 and ending on the date that final judgment is entered in this action.
- 23 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
24 shift of at least three and one-half (3.5) hours the four years prior to the filing of
25 this action and ending on the date that final judgment is entered in this action.
- 26 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
27 separated from their employment with Defendants during the period beginning
28 three years before the filing of this action and ending when final judgment is
entered.
- e. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
judgment is entered.
- f. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**

1 members employed by Defendants in California during the four years prior to the
2 filing of this action and ending on the date that final judgment is entered in this
action.

3 30. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
4 to amend or modify the class definitions with greater specificity, by further division into sub-classes
5 and/or by limitation to particular issues.

6 31. **Numerosity:** The class members are so numerous that the individual joinder of each
7 individual class member is impractical. While Plaintiff does not currently know the exact number of
8 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
9 exceeds the minimum required for numerosity under California law.

10 32. **Commonality and Predominance:** Common questions of law and fact exist as to all
11 class members and predominate over any questions which affect only individual class members.
12 These common questions include, but are not limited to:

- 13 a. Whether Defendants maintained a policy or practice of failing to provide
14 employees with their rest periods;
- 15 b. Whether Defendants maintained a policy or practice of failing to provide
16 employees with their meal periods;
- 17 c. Whether Defendants failed to pay premium wages to class members when they
18 have not been provided with meal and rest periods at the appropriate rates of pay;
- 19 d. Whether Defendants failed to pay minimum and/or overtime wages to class
20 members for all time worked;
- 21 e. Whether Defendants failed to provide class members with accurate written wage
22 statements as a result of providing them with written wage statements with
23 inaccurate entries for, among other things, amounts of gross and net wages, and
24 total hours worked;
- 25 f. Whether Defendants applied policies or practices that result in late and/or
26 incomplete final wage payments;
- 27 g. Whether Defendants failed to reimburse class members for all necessary business
28 expenses incurred during the discharge of their duties;

1 h. Whether Defendants are liable to class members for waiting time penalties under
2 Labor Code section 203; and

3 i. Whether class members are entitled to restitution of money or property that
4 Defendants may have acquired from them through unfair competition;

5 33. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
6 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to
7 comply with the California Labor Code and Business and Professions Code as alleged in this
8 Complaint.

9 34. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and
10 has no interests that are adverse to, or otherwise conflict with, the interests of absent class members
11 and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and
12 adequately represent and protect the interests of the other class members.

13 35. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
14 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
15 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
16 of Plaintiff and absent class members.

17 36. **Superiority:** A class action is vastly superior to other available means for fair and
18 efficient adjudication of the class members' claims and would be beneficial to the parties and the
19 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
20 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
21 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
22 due to many individual class members are likely to be relatively small and would thus make it difficult,
23 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class
24 action will serve an important public interest by permitting class members to effectively pursue the
25 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
26 or contradictory judgments inherent in individual litigation.

27 **GENERAL ALLEGATIONS**

28 37. Plaintiff worked for Defendants as a non-exempt employee during the relevant and

1 statutory periods.

2 38. Defendants had a common policy and practice of systemically failing to pay Plaintiff
3 and Class members proper wages and overtime for all hours worked, at the proper rates of pay.
4 Plaintiff and Class Members were also consistently required to perform work, off-the-clock, for which
5 they were not paid wages. Specifically, Plaintiff and Class Members were systemically required to
6 arrive to work early and begin conducting work activities before clocking in, at Defendants' express
7 instruction. Further, Defendants required Plaintiff and Class Members to work after clocking out,
8 daily. Defendants also required Plaintiff and Class Members to report via cellphone off-the-clock.
9 Additionally, Plaintiff and Class Members were required to perform work activities during unpaid
10 meal periods. Defendants failed to track these off-the-clock hours and pay wages for them. The
11 forgoing and uncompensated working time was under the direction and control of Defendants, for
12 which no wages were paid.

13 39. This uncompensated time caused Plaintiff and Class Members to work in excess of
14 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
15 and Class Members to minimum and overtime wages, which they were systemically denied.

16 40. Defendants had a common policy and practice of systemically denying Plaintiff and
17 Class Members the opportunity to take meal periods in compliance with the California Law.
18 Specifically, Plaintiff and Class Members were prohibited from leaving the work premises during
19 meal periods, when such meal periods were taken. Additionally, due to understaffing, heavy
20 workloads, as well as the pre-shift duties discussed herein, Plaintiff and Class Members were denied
21 the opportunity to take timely meal periods prior to the completion of their fifth hour of work.
22 Furthermore, Plaintiff and Class Members were not relieved of all work duties during unpaid meal
23 periods and were required to keep working during meal breaks.

24 41. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
25 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
26 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
27 take their meal periods, or that advised Class Members of their meal and rest period rights; (3)
28 Defendants' policy and practice of requiring Plaintiff and Class Members to remain on the premises

1 during their meal periods; and (4) Defendants' practice of requiring putative class members to
2 continue working through their meal and rest periods due to the excessive workload. Defendants
3 further failed to provide Plaintiff and Class Members with a second meal break for shifts longer than
4 ten (10) hours.

5 42. Defendants had a common policy and practice of systemically denying Plaintiff and
6 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
7 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
8 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
9 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and
10 third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy
11 that encouraged employees to take their rest periods, or that properly advised Plaintiff and Class
12 Members of their rest period rights; (3) Defendants' policy and practice of requiring Plaintiff and
13 Class Members to remain on the premises during their rest breaks; (4) Defendants' policy and practice
14 of requiring putative class members to continue working through their rest breaks due to the excessive
15 workload.

16 43. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
17 wages at their appropriate regular rates of pay for each meal and rest period denied.

18 44. Plaintiff and Class Members were not provided with accurate wage statements as
19 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
20 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
21 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
22 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
23 or other indelible form."

24 45. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
25 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

26 46. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
27 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
28 not included.

47. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

48. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

49. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Class Members' wage statement were only provided in electronic format in violation of Labor Code § 226.

50. Plaintiff and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were required to use a personal cell phone for communication regarding staffing and on the clock for work-related activities. Defendant never reimbursed Plaintiff and Class Members for these necessary work-related activities.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, 1174, and 1198)

(Plaintiff and Meal Period Sub-Class)

51. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

52. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

53. Labor Code section 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty

1 minutes for each work period of ten hours.

2 54. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
3 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
4 during required meal periods and require employers to pay non-exempt employees an hour of
5 premium wages on each workday that the employee is not provided with the required meal period.

6 55. Compensation for missed meal periods constitutes wages within the meaning of Labor
7 Code section 200.

8 56. Labor Code section 1198 makes it unlawful to employ a person under conditions that
9 violate the applicable Wage Order.

10 57. Section 11 of the applicable Wage Order states:

11 No employer shall employ any person for a work period of more than
12 five (5) hours without a meal period of not less than 30 minutes, except
13 that when a work period of not more than six (6) hours will complete
14 the day’s work the meal period may be waived by mutual consent of
15 the employer and employee. Unless the employee is relieved of all duty
16 during a 30 minute meal period, the meal period shall be considered an
17 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
18 period shall be permitted only when the nature of the work prevents an
19 employee from being relieved of all duty and when by written
20 agreement between the parties an on-the-job paid meal period is agreed
21 to. The written agreement shall state that the employee may, in writing,
22 revoke the agreement at any time.

23 58. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
24 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
25 members were not subject to valid on-duty meal period agreements with Defendants.

26 59. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
28 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each
five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order.
Specifically, Plaintiff and **Meal Period Sub-Class** members were prohibited from leaving the work
premises during meal periods, when such meal periods were taken. Additionally, due to understaffing,
heavy workloads, as well as the pre-shift duties discussed herein, Plaintiff and **Meal Period Sub-**
Class members were denied the opportunity to take timely meal periods prior to the completion of

1 their fifth hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** members were not
2 relieved of all work duties during unpaid meal periods and were required to keep working during
3 meal breaks.

4 60. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
5 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
6 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
7 take their meal periods, or that advised **Meal Period Sub-Class** members of their meal and rest period
8 rights; (3) Defendants' policy and practice of requiring Plaintiff and **Meal Period Sub-Class**
9 members to remain on the premises during their meal periods; and (4) Defendants' practice of
10 requiring **Meal Period Sub-Class** members to continue working through their meal and rest periods
11 due to the excessive workload. Defendants further failed to provide Plaintiff and **Meal Period Sub-**
12 **Class** members with a second meal break for shifts longer than ten (10) hours.

13 61. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
15 **Class** members when they worked five (5) hours without clocking out for any meal period.

16 62. Plaintiff alleges that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
18 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay
19 them premium wages as required by Labor Code 512 and the applicable Wage Order.

20 63. Moreover, Defendants written policies fail to inform Meal period Class Members of
21 their meal period rights under the Labor Code and applicable Wage Orders.

22 64. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
23 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
24 regular rates of pay when required meal periods were not provided.

25 65. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
26 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
27 thereon, and costs of suit.

28 66. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the

substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Lab. Code §§ 204, 223, 226.7 and 1198)

(Plaintiff and Rest Period Sub-Class)

67. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

68. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

69. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

70. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

71. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

72. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

73. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

74. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of

1 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
2 Defendants' policy of not scheduling each rest period as part of each work shift, including second
3 rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more;
4 (2) no formal compliant written rest period policy that encouraged employees to take their rest
5 periods, or that properly advised Plaintiff and **Rest Period Sub-Class** members of their rest period
6 rights; (3) Defendants' policy and practice of requiring Plaintiff and **Rest Period Sub-Class** members
7 to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring
8 putative class members to continue working through their rest breaks due to the excessive workload.

9 75. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
10 members additional premium wages when required rest periods were not provided.

11 76. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
12 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
13 costs of suit.

14 77. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
15 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
16 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

19 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

20 **(Plaintiff and Hourly Employee Class)**

21 78. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 79. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
24 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
25 applicable Wage Order.

26 80. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
27 which an employee is subject to the control of the employer, and includes all the time the employee
28 is suffered or permitted to work, whether or not required to do so."

1 81. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
2 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
3 that an employer has actual or constructive knowledge that employees are working.

4 82. Labor Code section 1194 invalidates any agreement between an employer and an
5 employee to work for less than the minimum or overtime wage required under the applicable Wage
6 Order.

7 83. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
8 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
9 to the underlying unpaid minimum wages and interest thereon.

10 84. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
11 than the minimum wage required under the applicable Wage Order for all hours worked during a
12 payroll period.

13 85. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
14 person acting either individually or as an officer, agent or employee of another person, to pay an
15 employee, or cause an employee to be paid, less than the applicable minimum wage.

16 86. Labor Code section 1198 makes it unlawful for employers to employ employees under
17 conditions that violate the applicable Wage Order.

18 87. Labor Code section 204 requires employers to pay non-exempt employees their earned
19 wages for the normal work period at least twice during each calendar month on days the employer
20 designates in advance and to pay non-exempt employees their earned wages for labor performed in
21 excess of the normal work period by no later than the next regular payday.

22 88. Labor Code section 223 makes it unlawful for employers to pay their employees lower
23 wages than required by contract or statute while purporting to pay them legal wages.

24 89. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
25 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
26 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
27 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
28 consecutive day of one workweek.

1 90. Labor Code section 510 and Section 3 of the applicable Wage Order also require
2 employers to pay non-exempt employees overtime wages of no less than two times their respective
3 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
4 worked in excess of eight hours on a seventh consecutive workday during the workweek.

5 91. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
6 centrally devised policies and practices to Plaintiff and **Hourly Employee Class** members with
7 respect to working conditions and compensation arrangements.

8 92. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
9 **Employee Class** members for all time worked, including but not limited to, overtime hours at
10 statutory and/or agreed rates.

11 93. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
12 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**
13 members were also consistently required to perform work, off-the-clock, for which they were not paid
14 wages. Specifically, Plaintiff and **Hourly Employee Class** members were systemically required to
15 arrive to work early and begin conducting work activities before clocking in, at Defendants' express
16 instruction. Further, Defendants required Plaintiff and **Hourly Employee Class** members to work
17 after clocking out, daily. Defendants also required Plaintiff and **Hourly Employee Class** members to
18 report via cellphone off-the-clock. Additionally, Plaintiff and **Hourly Employee Class** members
19 were required to perform work activities during unpaid meal periods. Defendants failed to track these
20 off-the-clock hours and pay wages for them. The forgoing and uncompensated working time was
21 under the direction and control of Defendants, for which no wages were paid. This uncompensated
22 time caused Plaintiff and **Hourly Employee Class** members to work in excess of eight (8), ten (10),
23 and twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff and **Hourly Employee**
24 **Class** members to minimum and overtime wages, which they were systemically denied.

25 94. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
26 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
27 full amount of wages earned during each pay period during the applicable limitations period,
28 including overtime wages.

95. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and overtime wages, interest thereon and costs of suit.

96. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

97. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

98. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that

1 accurately shows all of the information required by this subdivision.

2 99. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
3 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
4 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
5 retains the right to elect to receive a written paper stub or record and that those who are provided with
6 electronic wage statements retain the ability to easily access the information and convert the electronic
7 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

8 100. Plaintiff is informed and believes that, at all relevant times during the applicable
9 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
10 wage statements as described above. Additionally, the wage statements issued to class members
11 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
12 above.

13 101. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
14 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
15 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statement were only
16 provided in electronic format in violation of Labor Code § 226.

17 102. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
18 **Wage Statement Class** members with accurate written wage statements were intentional in that
19 Defendants have the ability to provide them with accurate wage statements but have intentionally
20 provided them with written wage statements that Defendants have known do not comply with Labor
21 Code section 226(a).

22 103. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
23 Defendants have violated their legal rights to receive accurate wage statements and have misled them
24 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
25 statements have prevented immediate challenges to Defendants’ unlawful pay practices, has required
26 discovery and mathematical computations to determine the amount of wages owed, has caused
27 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
28 submission of inaccurate information about wages and deductions to federal and state government

1 agencies.

2 104. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
3 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
4 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
5 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
6 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

9 **(Lab. Code §§ 201-203)**

10 **(Plaintiff and Waiting Time Penalties Sub-Class)**

11 105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
12 herein.

13 106. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
14 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
15 earned and unpaid before termination or resignation.

16 107. At all relevant times, pursuant to Labor Code section 201, employees who have been
17 discharged have been entitled to payment of all final wages immediately upon termination.

18 108. At all relevant times, pursuant to Labor Code section 202, employees who have
19 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
20 payment of all final wages at the time of resignation.

21 109. Plaintiff is informed and believes that, at all relevant time during the applicable
22 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
23 members all of their final wages in accordance with the Labor Code.

24 110. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
26 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
27 sections 201 or 202 by failing to timely pay them all final wages.

28 111. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to

1 timely pay all final wages to Plaintiff and **Waiting Time Penalties Sub-Class** members have been
2 willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections
3 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
4 requirements.

5 112. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
6 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
7 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

8 113. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
9 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
10 **Class** members, seeks awards of reasonable attorneys' fees and costs.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code § 2802)**

14 **(Plaintiff and Reimbursement Class)**

15 114. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 115. Labor Code section 2802(a) states:

18 An employer shall indemnify his or her employee for all necessary
19 expenditures or losses incurred by the employee in direct consequence
20 of the discharge of his or her duties, or of his or her obedience to the
21 directions of the employer, even though unlawful, unless the employee,
22 at the time of obeying the directions, believed them to be unlawful.

23 116. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
24 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
25 and **Expense Reimbursement Class** members were required to use a personal cell phone for
26 communication regarding staffing and on the clock for work-related activities. Defendant never
27 reimbursed Plaintiff and **Expense Reimbursement Class** members for these necessary work-related
28 activities.

117. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
restitution for all unpaid amounts due and owing to within four years of the date of the filing of the

1 Complaint and until the date of entry of judgment.

2 118. Plaintiff, on behalf of himself and **Expense Reimbursement Class** members, seeks
3 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
4 pursuant to Code of Civil Procedure section 1021.5.

5 **SEVENTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

8 **(Plaintiff and UCL Class)**

9 119. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 120. Business and Professions Code section 17200 defines "unfair competition" to include
12 any unlawful business practice.

13 121. Business and Professions Code section 17203-17204 allow a person who has lost
14 money or property as a result of unfair competition to bring a class action in accordance with Code
15 of Civil Procedure section 382 to recover money or property that may have been acquired from
16 similarly situated persons by means of unfair competition.

17 122. California law requires employers to pay hourly, non-exempt employees for all hours
18 they are permitted or suffered to work, including hours that the employer knows or reasonable should
19 know that employees have worked.

20 123. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
21 THIRD, and SIXTH causes of action herein.

22 124. Plaintiff lost money or property as a result of the aforementioned unfair competition.

23 125. Defendants have or may have acquired money by means of unfair competition.

24 126. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
25 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
26 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
27 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
28 herein.

1 127. Defendants have committed criminal conduct through their policies and practices of,
2 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
3 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
4 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

5 128. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
6 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
7 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
8 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
9 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
10 similarly situated persons in a class action proceeding.

11 129. As a result of Defendants' violations of the Labor Code during the applicable
12 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
13 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

14 130. Plaintiff is informed and believes that other similarly situated persons have been
15 subject to the same unlawful policies or practices of Defendants.

16 131. Due to the unfair and unlawful business practices in violation of the Labor Code,
17 Defendants have gained a competitive advantage over other comparable companies doing business in
18 the State of California that comply with their legal obligations.

19 132. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
20 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
21 or is considered unlawful under any other state or federal law.

22 133. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
23 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Wage Orders.

26 134. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
27 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
28 Defendants, and each of them, and their agents and employees, from further violations of the Labor

1 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
2 an order permanently enjoining Defendants, and each of them, and their respective agents and
3 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
4 Wage Orders.

5 135. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
6 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
7 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
8 and unfair business practices.

9 136. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
10 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
11 reasonable attorneys' fees in connection with their unfair competition claims.

12 137. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
13 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
14 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
15 and unfair business practices.

16 138. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
17 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
18 reasonable attorneys' fees in connection with their unfair competition claims.

19 **PRAYER FOR RELIEF**

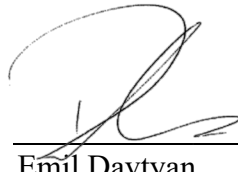
20 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
21 public, prays for relief and judgment against Defendants as follows:

- 22 a. An order that the action be certified as a class action;
- 23 b. An order that Plaintiff be appointed class representatives;
- 24 c. An order that counsel for Plaintiff be appointed class counsel;
- 25 d. Unpaid wages and overtime;
- 26 e. Actual damages;
- 27 f. Liquidated damages;
- 28 g. Unreimbursed expenses;

- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Costs of suit;
- m. Reasonable attorneys' fees; and
- n. Such other relief as the Court deems just and proper.

Dated: October 26, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
JAMES D. GREENE, and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: October 26, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
JAMES D. GREENE, and the putative class

EXHIBIT 3

Greene v. Bluewater Grill Redondo LP					
Litigation Costs					
Service Date	Details	Provider	Amount		
10/26/23	PAGA Letter	LWDA	\$ 75.00		
10/26/23	LWDA Postage	USPS	\$ 325.72		
10/27/23	(Class) Summons & Complaint	Rapid Legal	\$ 1,495.77		
11/1/23	Service of Process - Bluewater Redondo Beach, Inc.	Rapid Legal	\$ 81.37		
11/1/23	Service of Process - Bluewater Grill Redondo LP	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Temecula, Inc.	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Temecula LP	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Santa Barbara, Inc.	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Santa Barbara LP	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Phoenix, Inc.	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Coronado	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Coronado LP	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Carlsbad, Inc.	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Carlsbad LP	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Avalon, Inc.	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Bluewater Avalon LP	Rapid Legal	\$ 81.37		
11/2/23	Service of Process - Blue Water Newport Beach, Inc.	Rapid Legal	\$ 81.37		
11/3/23	Service of Process - El Galleon	Rapid Legal	\$ 81.37		
11/3/23	Service of Process - Boathouse	Rapid Legal	\$ 81.37		
11/3/23	Service of Process - Bluewater Grill	Rapid Legal	\$ 81.37		
11/3/23	Service of Process - Avalon	Rapid Legal	\$ 81.37		
11/7/23	Service of Process - Bluewater Phoenix LP	Rapid Legal	\$ 127.72		
11/28/23	POS of Summons - Defendants (Invoice # 8651613)	Rapid Legal	\$ 17.72		
11/28/23	POS of Summons - Defendants (Invoice # 8651398)	Rapid Legal	\$ 17.72		
11/28/23	POS of Summons - Defendants (Invoice # 8651261)	Rapid Legal	\$ 17.72		
12/4/23	(Class) Request for Dismissal; DK Declaration; [P] Order	Rapid Legal	\$ 17.72		
1/5/24	(PAGA) Summons & Complaint	Rapid Legal	\$ 463.71		
3/4/24	(PAGA) Ntc and Acknowledgement of Receipt (Rejected)	Rapid Legal	\$ 11.33		
5/29/24	(PAGA) Ntc of Case Reassignment (Rejected)	Rapid Legal	\$ 11.33		
6/28/24	Mediation Fee	Dickstein Dispute Resolution	\$ 16,200.00		
9/26/24	(PAGA) Ntc of Change of Address	Rapid Legal	\$ 15.66		
10/9/24	Expert Mediation Analysis	Berger Consulting Group	\$ 5,085.00		
12/18/24	(PAGA) Ntc of Pltf's Unavailability	Rapid Legal	\$ 17.25		
12/20/24	(PAGA) Joint Status Conference Report	Rapid Legal	\$ 17.25		
5/9/25	Notice of Association	Rapid Legal	\$ 17.34		
5/28/25	Stipulation & Order; Proof of Service	Rapid Legal	\$ 38.04		
6/4/25	Notice of Association	Rapid Legal	\$ 17.34		
7/17/25	Joint Status Conference Report	Rapid Legal	\$ 17.34		
7/23/25	Notice of Continuance	Rapid Legal	\$ 17.34		
8/18/25	Joint Status Conference Report	Rapid Legal	\$ 17.34		
FUTURE	Motion for PAGA Approval	Rapid Legal	\$ 85.00		
FUTURE	Declaration of Admin re Final Distribution	Rapid Legal	\$ 17.34		
FUTURE	Notice of Entry of Final Order & Judgment	Rapid Legal	\$ 17.34		
Total			\$ 25,625.70		

EXHIBIT 4

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

James D. Greene v. Bluewater Grill Redondo LP, et al.
Superior Court of the State of California for the County of Los Angeles
Case No. 24STCV00295

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *James D. Greene v. Bluewater Grill Redondo LP, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *James D. Greene v. Bluewater Grill Redondo LP, et al.*, Los Angeles County Superior Court (“Court”), Case No. 24STCV00295. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff JAMES GREENE (“Plaintiff”) against defendants BLUEWATER GRILL REDONDO LP; BLUEWATER REDONDO BEACH, INC.; BLUEWATER SANTA BARBARA, INC.; BLUEWATER SANTA BARBARA, LP; BLUEWATER TEMECULA, INC.; BLUEWATER TEMECULA, LP; BLUEWATER AVALON, INC.; BLUEWATER AVALON, LP; BLUEWATER CARLSBAD, INC.; BLUEWATER CARLSBAD, LP; BLUEWATER CORONADO, INC.; BLUEWATER CORONADO, LP; BLUEWATER PHOENIX, INC.; BLUEWATER PHOENIX, LP; and BLUE WATER NEWPORT BEACH, INC (collectively “Defendants”, Plaintiff and Defendants collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all current and former non-exempt employees of Defendants in California who worked during the PAGA Period, which is the period from October 26, 2022 through December 30, 2024 (“PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability (4) Rest Break Liability; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records; and (8) Failure to timely pay final wages in accordance with the Labor Code upon termination. Plaintiff alleged Defendants failed to pay at least minimum wages and overtime wages to Aggrieved

Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees' payroll records, failed to issue accurately itemized wage statements to Aggrieved Employees and required Aggrieved Employees to agree to unlawful and unenforceable releases to representative claims under Labor Code § 2699 *et seq.* Defendants deny the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendants agreed to pay Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$208,333.33 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$25,625.70 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$6,256.00 for its services in administering the settlement, and the Plaintiff will receive an Enhancement Award Payment of up to \$5,000.00 for recognition of his services rendered to the Aggrieved Employees in this Action. The balance of the monies, called the Net Settlement Amount, in the amount of \$379,784.97, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$284,838.73 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$94,946.24 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendants of any of the matters alleged in the case or an admission of liability. Defendants deny violating any laws or failing to pay any wages. Defendants contend they complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$ [REDACTED], represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to

sue, or participate in any other PAGA claim against Defendants or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. The release by Aggrieved Employees is as follows:

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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and §§ 3, 11 and 12 of the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Operative Complaint” means the Complaint filed by Plaintiff on January 4, 2024, in this lawsuit.

“PAGA Notice” means Plaintiff’s PAGA Notice letter to Defendant and the LWDA submitted on October 26, 2023, (LWDA Case No. LWDA-CM-990123-23) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,
Simpluris, Inc.

[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 5