SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

REINA CASAS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. THE RUSSELL FISCHER PARTNERSHIP, LP, a California Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 30-2023-01366717-CU-OE-CXC Honorable Melissa R. McCormick Department CX105 **[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT** Reservation ID: **74897167** Date: October 8, 2026 Time: 2:00 PM Department: CX105 Complaint Filed: December 11, 2023 Trial Date None Set

This matter has come before the Honorable Melissa R. McCormick in Department CX105 of the Superior Court of the State of California, for the County of Orange, on October 8, 2026 at 2:00 p.m., on Plaintiff Reina Casas' ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs ("Motion for Approval of Settlement"). Sweeny Law, PC and Lawyers *for* Justice, PC appeared for Plaintiff and Callahan Thompson Sherman & Caudill, LLP, appeared for Defendant The Russell Fischer Partnership, LP ("Defendant").

On or around July 1, 2026, Plaintiff and Defendant (together, the "Parties") executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiff's Counsel (Charles T. Sweeny and Brian J. St. John) and Plaintiff Reina Casas, and (3) the Settlement Agreement.

Having duly considered the Parties' papers and oral argument, and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted. The Settlement Agreement and Cover Letter are attached to this Order as "**EXHIBIT 1**".

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq*.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). Plaintiff's PAGA Notice dated October 4, 2023 to the LWDA is attached to this Order as "**EXHIBIT 2**."

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the "Action").

5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

> All current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period. ("Aggrieved Employee(s)").

6. The "PAGA Period" means the period from October 4, 2022 through January 17, 2026.

7. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Gross Settlement Amount ($150,000.00) less the approved Attorneys' Fees and Costs to Sweeny Law, PC and Lawyers *for* Justice, PC ("Plaintiff's Counsel"), Enhancement Award to Plaintiff, and Settlement Administration Costs to Phoenix Class Action Administration Solutions (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

9. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $52,500.00 to Plaintiff's Counsel for attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of $15,373.79 to Plaintiff's Counsel for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of $5,000.00 to Plaintiff Reina Casas for her Enhancement Award. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of $7,000.00 to Phoenix Class Action Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached as "**EXHIBIT A**" hereto, and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual Settlement Share(s)").

16. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than thirty (30) calendar days of the date of this Order and Judgment, Defendant shall deposit $150,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Gross Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual Settlement Share checks and Cover Letters to Aggrieved Employees ("PAGA Settlement Package"), LWDA Payment to the LWDA, the Enhancement Award to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Package have been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) calendar days from the original date of issuance, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each

Aggrieved Employee whose check is cancelled and in the amount of his or her respective Individual Settlement Share.

20. Aggrieved Employee shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Gross Settlement Amount, Plaintiff and Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

21. "Released Parties" means Defendant and its officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

22. "Released Claims" means any and all claims for PAGA civil penalties that were pled (or could have been pled based on the factual allegations pled) in the PAGA notice, including and not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3) and shall be posted by the PAGA Settlement Administrator on its website.

24. A Final Accounting and Compliance Hearing is scheduled for June 3, 2027 at 2:00 p.m. in Department CX105 of the above-captioned Court and the final report regarding the disbursement of the Individual Settlement Shares and uncashed funds shall be filed nine (9) court days in advance of the hearing.

Date: ____________________________ ____

Honorable Melissa R. McCormick
Judge of the Superior Court of Orange County

THIS PAGE IS INTENTIONALLY LEFT BLANK ON THIS WORD VERSION OF THE PROPOSD ORDER, BECAUSE THE EXHIBIT A COVER LETTER THAT IS ATTACHED TO THE PDF VERSION OF THE PROPOSED ORDER CONTAINS COMPLEX FORMATTING THAT CANNOT BE REPRODUCED IN THIS WORD VERSION

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Reina Casas ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and The Russel Fischer Partnership, LP ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from May 2023 to June 2023;

(b) On October 4, 2023, Plaintiff's Counsel submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, thereby initiating LWDA Case Number LWDA-CM-985593-23 (the "PAGA Notice");

(c) On December 11, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq*. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Reina Casas v. The Russell Fischer Partnership, LP, et al.*, Orange County Superior Court Case No. 30-2023-01366717-CU-OE-CXC (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On June 26, 2025, the Parties mediated the Action with the highly-regarded mediator, Doug Leach, Esq. The matter did not settle at mediation, but with continued post-mediation negotiations, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing**. The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive

order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the gross sum of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) (the "Gross Settlement Amount") which includes the Attorneys' Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for an award out of the Gross Settlement Amount of attorneys' fees in the amount of thirty five percent (35%) of the Gross Settlement Amount, which is Fifty Two Thousand Five Hundred Dollars and Zero Cents ($52,500.00), and reimbursement of actual, reasonable out-of-pocket litigation costs and expenses, subject to Court approval (collectively, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff's Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff's Counsel has performed or will perform, and all costs that Plaintiff's Counsel has incurred or will incur. Defendant acknowledges that Plaintiff believes that unique circumstances exist that warrant the requested Attorneys' Fees and Costs, and Defendant agrees not to oppose any argument that such unique circumstances exist.

(2) For serving as the PAGA representative, which required work on behalf of the other aggrieved employees, Defendant agrees not to oppose any application or motion by Plaintiff's Counsel for an enhancement award of up to the amount of Five Thousand Dollars and Zero Cents ($5,000.00) ("Enhancement Award") to be paid to Plaintiff out of the Gross Settlement Amount.

(3) Costs and expenses of administration of the Settlement, which include the cost of providing a certified translation of the Cover Letter, of up to Seven Thousand Dollars and Zero Cents ($7,000.00) ("Settlement Administration Costs"),subject to Court approval, to be paid to Phoenix Settlement Administrators (the "PAGA Settlement Administrator") out of the Gross Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this

Settlement as all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period (the "Aggrieved Employees"). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion." The period October 4, 2022 through January 17, 2026 is the "PAGA Period." Defendant materially represents that the Aggrieved Employees worked approximately 7,000 Compensable Pay Periods during the PAGA Period. If the PAGA Settlement Administrator determines that there are more than 7,700 pay periods (more than 10% above the number that Defendant has estimated), the Settlement Agreement will be null and void, will have no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) thirty (30) calendar days have passed following the Court entering an order approving the Settlement Agreement.

(b) Upon complete distribution of the Gross Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal with prejudice of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (*i.e.*, to terminate the Action by way of judgment or dismissal with prejudice). Plaintiff's Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree that Plaintiff's Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above. The Parties agree that if the Court requests additional information regarding Defendant's financial condition, Defendant is to provide a declaration to facilitate approval of this Settlement Agreement.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Annette C. Clark of Callahan Thompson Sherman & Caudill, LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **<u>Payment of Gross Settlement Amount / Notice to Recipients</u>**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next day, which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "<u>Exhibit A</u>", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) calendar days from the original date of issuance, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **<u>Release of Claims by Plaintiff, Aggrieved Employees, and the State of California</u>**.

(a) Upon the full funding of the Gross Settlement Amount (provided the Court has entered an order approving the Settlement Agreement), Plaintiff and Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and its officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives (collectively, the "Released Parties"), to the full extent permitted by law, from any and all claims for PAGA civil penalties that were pled (or could have been pled based on the factual allegations pled) in the PAGA notice, including and not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq*.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802 (collectively, the "Released Claims").

(b) Upon the full funding of the Gross Settlement Amount (provided the Court has entered an order approving the Settlement Agreement), Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

(c) Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Aggrieved Employees are bound by the Released Claims upon the date the Court has entered an order approving the Settlement Agreement and Defendants have fully funded the Gross Settlement Amount, regardless of whether he or she cashes his or her Individual Settlement Share.

9. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and should that provision be incapable of being modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party. This provision is not enforceable with respect to unnamed Aggrieved Employees.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Continuing Jurisdiction**. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Section 664.6 of the California Code of Civil Procedure.

12. **Notice of Proposed PAGA Settlement to LWDA**. Pursuant to California Labor Code section 2699(s)(2), Plaintiff's Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court as part of Plaintiff's motion for final approval of the Settlement.

13. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. Furthermore, signatures delivered via facsimile transmission or e-mail shall have the same force, validity and effect as the originals of the signatures. An Electronic Signature (as defined below) of a Party affixed to this Agreement shall be as valid as an original signature of such Party thereto, and shall be effective to bind such Party to this Agreement. The term "Electronic Signature" shall mean (i) a manually produced original signature that is affixed to this Agreement via electronic means, and/or (ii) a signature that is generated and affixed to this Agreement via an electronic program (*e.g.,* DocuSign or Adobe Acrobat signature function).

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel with the assistance of the third-party mediator, Doug Leach, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and PAGA Notice, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither she, nor her respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

(g) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: Jun 26, 2026

Reina Casas (Jun 26, 2026 12:40:01 PDT)

Reina Casas
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: ______________________

____
The Russell Fischer Partnership, LP
By: Chase Russell

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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Date: ________________________

____
Reina Casas
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 07 / 01 / 2026

____
The Russell Fischer Partnership, LP
By: Chase Russell

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Reina Casas v. The Russell Fischer Partnership, LP,* Orange County Superior Court Case No. 2023-01366717-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

I. SUMMARY OF ACTION

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Reina Casas v. The Russell Fischer Partnership, LP*, Orange County Superior Court Case No. 2023-01366717-CU-OE-CXC ("Action"). The Action was brought under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, which is a statute that allows employees to bring lawsuits to recover civil penalties on behalf of the State of California for themselves and other employees for alleged violations of the California Labor Code.

The lawsuit was filed on December 11, 2023 by Plaintiff Reina Casas ("Plaintiff") against Defendant The Russell Fischer Partnership, LP ("Defendant") – Plaintiff's former employer – on behalf of the State of California, with respect to herself and other hourly employees, to seek recovery of civil penalties pursuant to the PAGA, for purported violations of the California Labor Code, including, *inter alia*, for alleged failure to properly pay minimum and overtime wages, for alleged failure to provide compliant meal and rest periods and associated premiums, for alleged failure to pay wages during employment and upon termination, for alleged failure to provide compliant wage statements, for alleged failure to maintain requisite payroll records, and for alleged failure to reimburse business expenses. Prior to filing the lawsuit, on October 4, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, thereby initiating LWDA Case Number LWDA-CM-985593-23 (the "PAGA Notice").

II. SETTLEMENT OF ACTION AND TAX INFORMATION

A settlement was reached between Plaintiff and Defendant. In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. In fact, Defendant denies all claims asserted in the Action and maintains that it fully complies and has fully complied with all applicable wage and hour laws.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period ("Aggrieved Employees"). The period October 4, 2022 through January 17, 2026 is the "PAGA Period."

Under the Settlement, Defendant has agreed to pay the Gross Settlement Amount of <<$Amount>>. After deductions for attorneys' fees and costs, settlement administration costs, and Plaintiff's general release fee for prosecuting this action and signing a general release of claims, the Net Settlement Amount is <<$Amount>>, which will be distributed as follows: seventy-five percent (75%) to the LWDA as the LWDA Payment (as required by law) and twenty-five percent (25%) to the Aggrieved Employees ("Employees' Portion").

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Each Aggrieved Employee, including you, is entitled to a *pro-rata* share of the Employee's Portion of the settlement based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), which was determined by Defendant's records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator has: (i) for each Aggrieved Employee, divided the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiplied this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

III. RELEASE OF CLAIMS

Under the settlement, as of << the date Defendant have fully funded the Gross Settlement Amount and provided the Court has entered an order approving the Settlement Agreement >>, Plaintiff and the Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the "Released Parties" of and from the Action and from any and all "Released Claims."

"Released Parties" means Defendant and its officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

"Released Claims" means any and all claims for PAGA civil penalties that were pled (or could have been pled based on the factual allegations pled) in the PAGA notice, including and not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq*.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

Aggrieved Employees cannot opt out of the settlement and are bound by the release. Even if you do not cash the enclosed check, you will still be releasing the Released Claims. The enclosed check is valid for 180 days from the original date of issuance, and thereafter, shall be cancelled. Funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

IV. ADDITIONAL INFORMATION

To access more information related to this case including key case documents, please go to PAGA Settlement Administrator's website at <<INSERT PAGA SETTLEMENT ADMINISTRATION URL>>. The Order and Judgment will be posted on the PAGA Settlement Administrator's website for at least 180 calendar days.

Do not call or write the Court, Office of the Clerk of the Court, Plaintiff, Plaintiff's counsel, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number] or via email at [insert email address].

EXHIBIT 2

LAWYERS FOR JUSTICE PC

October 4, 2023

BY ONLINE SUBMISSION

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

Re: ***THE RUSSELL FISCHER PARTNERSHIP, LP***

Dear Representative:

We have been retained to represent Reina Casas against The Russell Fischer Partnership, LP (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Russell Fischer") for violations of California wage-and-hour laws. Ms. Casas seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

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

Russell Fischer employed Ms. Casas as an hourly-paid, non-exempt employee from approximately May 2023 to approximately June 2023, in the State of California.

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

Based on the following facts and theories, Russell Fischer has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia,* Wage Orders 4-2001, and 9-2001.

Russell Fischer required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, arriving to work early to find parking.

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

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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

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

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

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

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Casas and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Casas and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Casas and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Russell Fischer. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

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

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

With kind regards,

Gabriella Solé

Gabriella Sole, Esq.

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

The Russell Fischer Partnership, LP
c/o Chase Russell
Agent for Service of Process
16061 Beach Blvd
Huntington Beach, CA 92648

LS

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PAGA Notice
Reina Casas adv. The Russell Fischer Partnership, LP

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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The Russell Fischer Partnership, LP
c/o Chase Russell
Agent for Service of Process
16061 Beach Blvd
Huntington Beach, CA 92648

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