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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BARRY VINCENT ADAMS, on behalf of himself and others similarly situated, Plaintiff, v. 376 5TH LLC dba HUNTRESS STEAK & WHISKEY SOCIETY, a California limited liability company; RMD GROUP, LLC, a California limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No. 37-2024-00014140-CU-OE-CTL Assigned for All Purposes To: Hon. Matthew C. Braner Dept.: C-60 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT; FINAL JUDGMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; and Declarations of Enoch J. Kim and Kimberly Sutherland]* Date: November 20, 2026 Time: 9:00 a.m. Department: C-60 Complaint Filed: March 26, 2024 First Amended Complaint Filed: May 30, 2024 Trial Date: None Set

ORDER

On November 20, 2026 at 9:00 a.m. in Department C-60, Plaintiff Barry Vincent Adams ("Plaintiff")'s unopposed Motion for Approval of PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees (the "Aggrieved Employees"), and Defendants 376 5th LLC and RMD Group, LLC ("Defendants"), came before the Court for hearing pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("PAGA Counsel") and counsel also appeared for Defendants ("Defense Counsel"). There were no other appearances and no objections to the Motion for Approval of PAGA Settlement Agreement ("Motion"). Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all individuals who worked for RMD Group, LLC and/or 376 5th LLC as non-exempt employees in California at any time from March 26, 2023, through January 11, 2026.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is $220,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate

the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the California Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

5. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees, the State of California, and the LWDA shall be bound by the following release set forth in the Settlement Agreement:

> Plaintiff, all Aggrieved Employees, the State of California and the LWDA release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from, and are forever barred from pursuing such against Released Parties, all claims for civil penalties under PAGA that were alleged in the PAGA Notice and Operative Complaint, or reasonably could have been alleged based on the facts stated in the PAGA Notice and Operative Complaint including, without limitation, penalties predicated on the underlying alleged violations for (1) failure to pay minimum wages; (2) failure to pay wages and overtime wages; (3) recovery of reporting time pay; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to pay vacation wages; (7) failure to provide sick pay; (8) failure to reimburse necessary business expenses; (9) failure to provide accurate wage statements; (10) failure to maintain adequate payroll records; (11) failure to pay wages due, negotiable, and payable in cash on demand under Labor Code §§ 212 and 225.5; (12) failure to timely pay wages during employment and at the time of termination; and any other claims predicated on alleged violations of Labor Code §§ 201-204, 210, 212, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, 246, 248, 432, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2802, the California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), the California Code of Regulations, Title 8 Section 1 1070 (14), and the IWC Wage Orders, that accrued at any time during the PAGA Period.

"Released Parties" means Defendants and all of their present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendants, or any of the other Released Parties.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees

Award to PAGA Counsel in the total amount of **$77,000.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Costs Award to PAGA Counsel in the amount of **$18,172.42**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

10. The Court appoints Apex Class Action, LLC ("Apex") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **$5,350.00** to Apex as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

11. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **$119,477.58** shall be allocated as follows: 75% **($89,608.19**) will be paid to the LWDA and the remaining 25% **($29,869.39)** will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. The Court shall examine the final accounting at a Compliance Hearing set on _____, 2027.

13. Defendants will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

14. The Court hereby approves the Notice of PAGA Settlement and Approval, attached as Exhibit A to the Settlement Agreement, to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the Administrator.

15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

16. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

17. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction

as set forth above, the Court directs the Clerk of the Court to enter Judgment.

18. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this Settlement Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

IT IS SO ORDERED.

DATED: _____, 2026

_____
Hon. Matthew C. Braner
Judge of the Superior Court